

BLYTHE CITY COUNCIL AND BLYTHE REDEVELOPMENT AGENCY



AGENDA MAY 8, 2007 6:00 P.M.

**Robert Crain, Mayor
Charles Grotke, Vice Mayor
Alfonso Hernandez, Councilman
Joseph DeConinck, Councilman
Beverly Mays, Councilwoman
Les Nelson, City Manager
Virginia Rivera, City Clerk**

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CALIFORNIA

AGENDA
BLYTHE CITY COUNCIL MEETING
AND
BLYTHE REDEVELOPMENT AGENCY



MAY 8, 2007

6:00 P.M.

CALL TO ORDER: Mayor Crain

PLEDGE OF ALLEGIANCE: by Invitation

INVOCATION: by Invitation

ROLL CALL:

___ Mayor Robert Crain	___ City Attorney Zundel	___ Public Works Dir. Rodkey
___ Vice Mayor Charles Grotke	___ City Manager Nelson	___ Planning Director Wellman
___ Councilman Hernandez	___ Asst. City Mgr. Hull	___ City Engineer Aaby
___ Councilman DeConinck	___ Treasurer Martin	___ Golf Course Supt. Lanphere
___ Councilwoman Mays	___ Finance Dir. Colbert	___ Fire Chief Kem
___ City Clerk Rivera	___ Police Chief Whitney	

PROCLAMATIONS:

1. **Emergency Medical Services Week, May 20-26, 2007**
2. **Riverside County Probation Department's Centennial Year**

ADDED STARTER

The City Council may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the City Council and/or staff subsequent to the posting of the Agenda. An action adding an item to the Agenda requires a 2/3 vote of the City Council (4 of 5 Councilmembers). If less than 2/3 of the City Council is present, adding an item to the Agenda requires a unanimous vote.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and will be enacted with one motion of the Council. If any item requires individual consideration, it will be removed from the consent calendar and acted upon separately.

1. Posting of the Agenda: The summary of agenda items was posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, May 4, 2007.
2. Approval of Warrant Register, 05/08/07, warrants numbered 44883 thru 44984 in the amount of \$96,295.00.
3. Approval of Payroll Register **04/27/07**, warrants numbered 38692 thru 38741 and Direct Deposits in the amount of \$409,105.75; **05/04/07**, warrants numbered 38742 to 38758 and Direct Deposits in the amount of \$30,119.45.
4. **Adoption of Resolution Nos. 07-701, 07-702 and 07-703**
RESOLUTION NO. 07-701. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2007-08 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

RESOLUTION NO. 07-702. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2007-08 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

RESOLUTION NO. 07-703. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF BLYTHE LIGHTING DISTRICT NO. 2 AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2007-2008 PURSUANT TO THE PROVISIONS OF PART 2 OF THE DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

5. Rejection of Claims(s) for Damages, Susan Marie White.
6. Finance Department Fourth Quarter Investment Report for FY 2006-07.
7. Development Services Department Building Permits Issued for April 2007.
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Approval of Consent Calendar

PUBLIC HEARINGS:

1. **Revision to Conditions of Approval for Tentative Tract Map 34480, Joseph A. Swain.**
 - a. Staff Report
 - b. Public Hearing
 - c. Adoption of Resolution No. 06-669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVING TENTATIVE TRACT MAP 34480 LOCATED ON RIVIERA DRIVE WEST OF THE COLORADO RIVER IN THE CITY OF BLYTHE, RIVERSIDE COUNTY, CALIFORNIA

NEW BUSINESS:

1. **Pavement Management System, Award of Contract**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Award of Contract to Kleinfelder for Pavement Management System
2. **Sewer Manhole Rehabilitation Project 2007, Award of Contract**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Council Award Contract to Zebron Contracting, Inc.
3. **Parking Agreement for Gateway Park**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Council Approval
4. **Blythe Airport – “AS IF VACANT” Market Value and Rents Appraisal**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Council Approval
5. **Blythe Airport Lease Extension, Verizon Airfone**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Authorization for Verizon Airfone Lease Extension

REDEVELOPMENT AGENCY:

1. **Request for Authorization to Award Professional Service Contract, Quechan Marina Master Plan**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Board Authorization to Award Contract to Harvey Meyerhoff Consulting Group
2. **Request for Storefront Improvement Rebate Funds, SueSite's Global Communications**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Partial Denial/Partial Approval
3. **Request for Storefront Improvement Rebate Funds, Black Diamond Enterprises**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Approval
4. **Request for Storefront Improvement Rebate Funds, Cusick Corporation**
 - a. Staff Report
 - b. Public Comment
 - c. Recommend Approval
5. **Adjourn**

REPORTS:

1. **City Manager's Report**
 - a. Staff Report
 - b. Public Comment
 - c. Receive and File
2. **Public Works Director's Report**
 - a. Staff Report
 - b. Public Comment
 - c. Receive and File

ORAL REPORTS:

1. **Oral Reports from Council and Staff**

PUBLIC COMMENT:

Members of the public may address Council on items not covered in the Agenda. Speakers are asked to identify themselves and give their address. Speakers are asked to limit their remarks to 3 minutes in duration.

EXECUTIVE SESSION:

1. **Real Estate Negotiations**, pursuant to Government Code Section 54956.8, 2 cases, Purchase of 450 S. Broadway and Sale of 145 N. Spring Street to Palo Verde College.

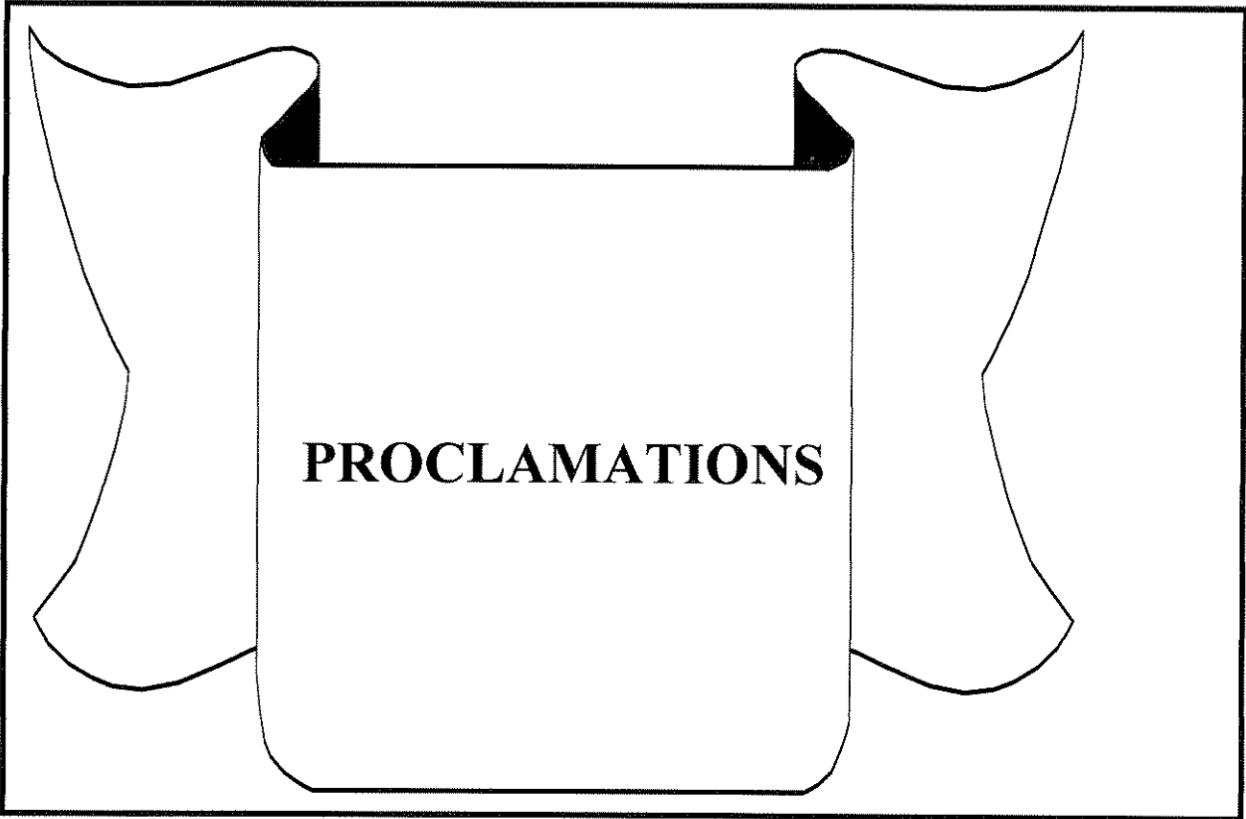
ADJOURN:

The Agenda is now available on the City's Website at <http://www.cityofblythe.ca.gov>

NOTE TO THE PUBLIC:



IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT VIRGINIA RIVERA, CITY CLERK AT (760) 922- 6161 EXT. 237. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (28 CFR 35.104 ADA TITLE II)

A graphic of a scroll with the word PROCLAMATIONS written on it. The scroll is white with a black outline and is set against a black background. The word PROCLAMATIONS is written in a bold, black, serif font. The scroll has a folded top edge and is flanked by two black, wavy shapes that resemble the ends of the scroll.

PROCLAMATIONS

CITY OF BLYTHE



Proclamation

EMERGENCY MEDICAL SERVICES WEEK
MAY 20-26, 2007

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Blythe Ambulance Service has provided emergency and non-emergency ambulance services to the residents and visitors of the City of Blythe and Palo Verde Valley since 1979; and

WHEREAS, Blythe Ambulance Service has continually strived to enhance its emergency and non-emergency ambulance services bringing to the City of Blythe and Palo Verde Valley its first Advanced Life Support Paramedic emergency ambulance services in 1994; and

WHEREAS, the members of emergency medical services teams of Blythe Ambulance Service engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the members of emergency medical services teams of Blythe Ambulance Service contribute hundreds of hours of their time annually to educate the medical professional community and citizens at large in lifesaving courses; and

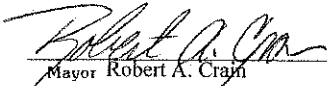
WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW, THEREFORE, I Robert A. Crain, Mayor of the City of Blythe, California in recognition of this event do hereby join communities nationwide in proclaiming the week of May 20-26, 2007 as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, Extraordinary People, Extraordinary Service and I encourage the community to observe this week with appropriate programs, ceremonies, and activities.




Mayor Robert A. Crain

5/08/07
Dated

CITY OF BLYTHE



Proclamation

HONORING 100 YEARS OF SERVICE

WHEREAS, The Riverside County Probation Department has provided 100 years of outstanding service to the Courts and the citizens of Riverside County; and

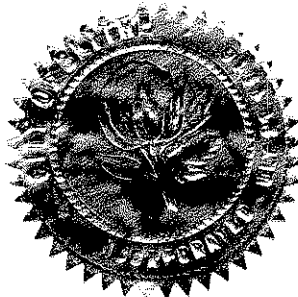
WHEREAS, The Riverside County Probation Department is an essential part of the criminal justice system, and is committed to the safety and protection of the community; and

WHEREAS, The Riverside County Probation Department works diligently to supervise both juvenile and adult probationers within the community; and

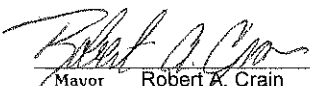
WHEREAS, The Riverside County Probation Department changes lives by making referrals, and providing and monitoring services for both offenders and their families; and

WHEREAS, The Riverside County Probation Department works in partnership with other law enforcement and community agencies to promote prevention, intervention, rehabilitation, and promoting restorative justice; and

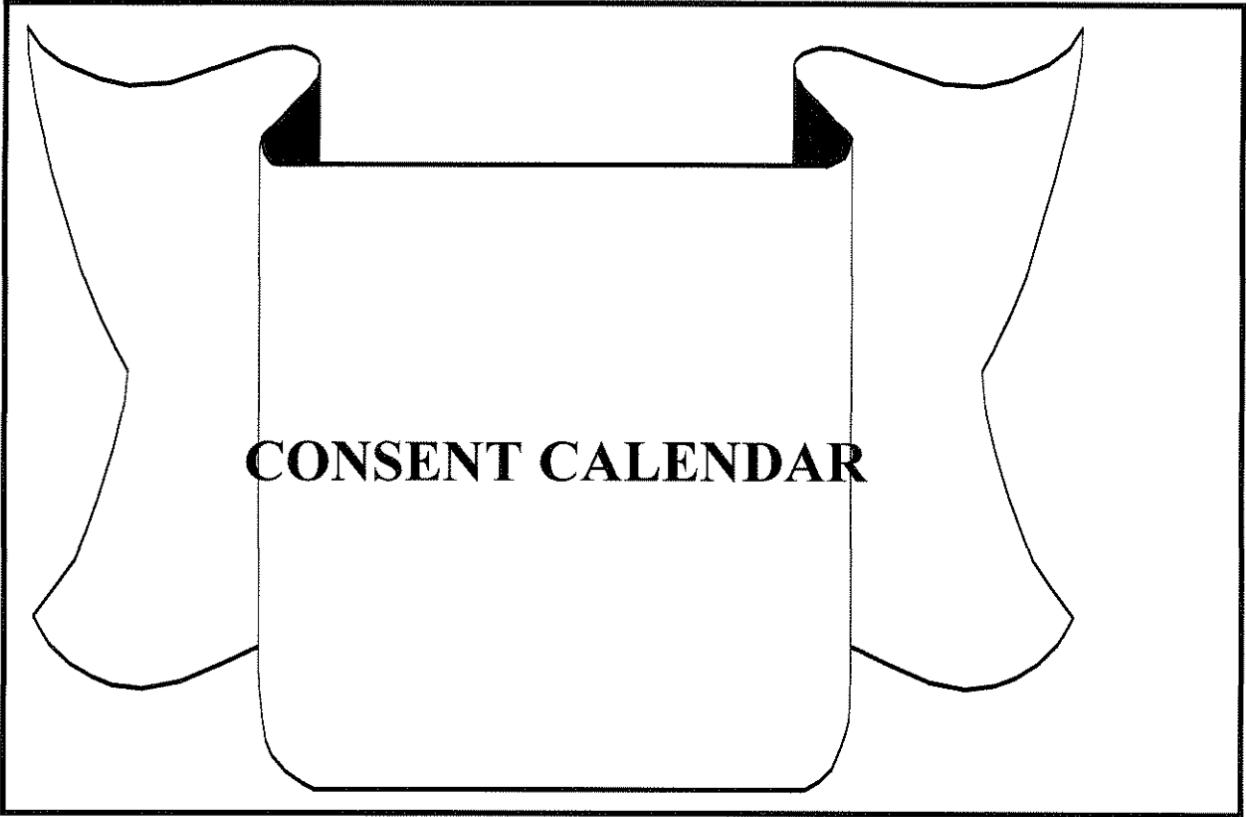
NOW, THEREFORE IT BE RESOLVED that I, Robert Crain, Mayor of Blythe, do hereby proclaim **2007 as RIVERSIDE COUNTY PROBATION DEPARTMENT'S CENTENNIAL YEAR** and encourage all citizens to honor these dedicated employees for their long history of commitment to public safety and quality service to the residents of Riverside County.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California, to be affixed this 8TH day of May 2007


Mayor Robert A. Crain

5/08/07
Dated

A graphic of a calendar page with the text "CONSENT CALENDAR" centered on it. The calendar is depicted as a white rectangular sheet with rounded corners, featuring a dark, triangular tab at the top center. It is set against a background of two light-colored, wavy-edged shapes that resemble torn paper or fabric, all contained within a black rectangular border.

CONSENT CALENDAR

RESOLUTION NO. 07-701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2007-2008 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Blythe desires to initiate proceedings for the levy and collection of assessments against assessable lots and parcels of land within an existing assessment district generally located within the entire City of Blythe, excluding the City of Blythe sewage treatment plant, the Chuckawalla and Ironwood Prison property (City of Blythe Annexation No. 41), and the territory annexed to the City of Blythe pursuant to City of Blythe Annexation Nos. 43, 44, 45, 46 and 50, designated as City of Blythe Lighting District No. 1 (hereinafter referred to as the "District"), as shown on a map of the District on file in the office of the City Clerk and open to public inspection, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), for the fiscal year commencing July 1, 2007 and ending June 30, 2008 to pay the costs and expenses of the improvements described below in Section 2 of this Resolution.

Section 2. The proposed improvements are briefly described as follows: The operation and maintenance of public streets and sidewalks within the District, including the operation, maintenance and servicing of existing and proposed public lighting facilities, including traffic signals, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, installed and constructed in and along public roadways, streets and rights-of-way within the boundaries of the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities, or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or for the lighting or operation of landscaping or appurtenant facilities.

Section 3. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 4. All railroad, gas, water and electric utility right-of-way and electric line right-of-way are included within the District and shall be assessed in accordance with the benefits received from the improvements.

Section 5. The City Council hereby orders the Engineer, GFB-Friedrich & Assoc., Inc., to prepare and file with the City Clerk a report in writing in connection with the levy and collection of assessments against lots and parcels of land within the District for the fiscal year commencing July 1, 2007 and ending June 30, 2008. The report shall be prepared in accordance with Article 4 of Chapter 1 of the Act.

PASSED, APPROVED, and ADOPTED this 8th day of May, 2007, by the following called vote, to wit:

AYES:

NOES:

ABSENT:

Robert A. Crain, Mayor

ATTEST:

Virginia Rivera, City Clerk
(S E A L)

RESOLUTION NO. 07-702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF BLYTHE LIGHTING DISTRICT NO. 2 FOR FISCAL YEAR 2007-2008 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Blythe desires to initiate proceedings for the levy and collection of assessments against assessable lots and parcels of land within an existing assessment district located within the City of Blythe, and generally including territory annexed to the City of Blythe pursuant to City of Blythe Annexation Nos. 43, 44, 45, 46 and 50, designated as City of Blythe Lighting District No. 2 (hereinafter referred to as the "District"), as shown on a map of the District on file in the office of the City Clerk and open to public inspection, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), for the fiscal year commencing July 1, 2007 and ending June 30, 2008 to pay the costs and expenses of the improvements described below in Section 2 of this Resolution.

Section 2. The proposed improvements are briefly described as follows: The maintenance and servicing of existing and proposed public lighting facilities, including traffic signals, and appurtenant facilities installed and constructed in public places in the District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting facilities and appurtenant facilities; and the cleaning, sandblasting, and painting of the public lighting facilities and appurtenant facilities to remove or cover graffiti. Servicing means the furnishing of water for the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of appurtenant facilities.

Section 3. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 4. All railroad, gas, water and electric utility right-of-way and electric line right-of-way are included within the District and shall be assessed in accordance with the benefits received from the improvements.

Section 5. The City Council hereby orders the Engineer, GFB-Friedrich & Assoc., Inc., to prepare and file with the City Clerk a report in writing in connection with the levy and collection of assessments against lots and parcels of land within the District for the fiscal year commencing July 1, 2007 and ending June 30, 2008. The report shall be prepared in accordance with Article 4 of Chapter 1 of the Act.

PASSED, APPROVED, and ADOPTED this 8th day of May, 2007, by the following called vote, to wit:

AYES:

NOES:

ABSENT:

ATTEST:

Robert A. Crain, Mayor

Virginia Rivera, City Clerk
(S E A L)

RESOLUTION NO. 07-703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF BLYTHE LIGHTING DISTRICT NO. 2 AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2007-2008 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

THE CITY COUNCIL OF THE CITY OF BLYTHE HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Blythe proposes to annex territory, described below in Section 2 of this Resolution, to an existing lighting district located within the City of Blythe, including territory annexed to the City of Blythe pursuant to City of Blythe Annexation Nos. 43, 44, 45 and 46, and 50, which was established pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act") and which is designated as City of Blythe Lighting District No. 2 (hereinafter referred to as the "District"), pursuant to Article 2 of Chapter 2 of the Act and as provided by Article XIID of the California Constitution and to levy and collect assessments pursuant to the Act against lots and parcels within such territory to pay for the costs and expenses of the improvements described below in Section 3 of this Resolution for the fiscal year commencing July 1, 2007 and ending June 30, 2008.

Section 2. The territory proposed to be annexed to the District includes six (6) sites comprised of thirteen (13) parcels. The first site, referred to as Tentative Tract Map 34480, is located south of Interstate Highway 10 on the east side of Riviera Drive; the second site, referred to as Tentative Tract Map 34499, is located on the east side of North Broadway south of Tenth Avenue; the third site, referred to as Tentative Tract Map 34793, is located south of Chanslorway west of Intake Boulevard; the fourth site, referred to as Tentative Tract Map 35175, is located on the southwest corner of Chanslorway and Intake Boulevard; the fifth site, referred to as Amended Tentative Tract Map 28862 and Tentative Tract Map 34986, is located north of Tenth Avenue on the west bank of the Colorado River; and, the six site, referred to as Tentative Tract Map 35126, is located on the west side of North Broadway north of the existing Sonora Tract. Said sites are more specifically described as Assessor's Parcel Numbers: 869-230-014, -015, 869-250-016 and -017; 839-130-001 and -002; 851-009-014 and -015; 851-090-006 and -007; 833-170-006 and 833-150-008; and, 839-100-001 respectively. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.

Section 3. The proposed improvements are briefly described as follows: The operation and maintenance of public streets and sidewalks within the District, including the operation, maintenance and servicing of existing and proposed public lighting facilities, including traffic signals, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, installed and constructed in and along public roadways, streets

and rights-of-way within the boundaries of the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities, or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or for the lighting or operation of landscaping or appurtenant facilities.

Section 4. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Blythe Lighting District No. 2.

Section 5. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 6. All railroad, gas, water and electric utility right-of-way and electric line right-of-way are included within the territory proposed to be annexed to the District and shall be assessed in accordance with the benefits received from the improvements.

Section 7. The City Council hereby orders the Engineer, GFB-Friedrich & Assoc., Inc., to prepare and file with the City Clerk a report in writing in connection with the annexation of territory to the District and the levy and collection of assessments against lots and parcels of land within such territory. This report shall be prepared in accordance with Article 4 of Chapter 1 of the Act and Section 4 of Article XIII D of the California Constitution. This report shall be incorporated into the report prepared in connection with the levy and collection of assessments within the District for fiscal year 2007-2008.

PASSED, APPROVED, and ADOPTED this 8th day of May, 2007, by the following called vote, to wit:

AYES:

NOES:

ABSENT:

Robert A. Crain, Mayor

ATTEST:

Virginia Rivera, City Clerk
(S E A L)

BLYTHE CITY COUNCIL

May 8, 2007

Honorable Mayor and Members of the
Blythe City Council

REJECTION OF CLAIMS(S) FOR DAMAGES – Susan Marie White

"The time within which a claimant against a public entity must file suit to avoid the bar of the statute of limitations depends upon whether the public entity gives notice of rejection of the claim. If such notice is given, the statute of limitations is six months, if not, it is two years from the accrual of the cause of action." (Govt. Code Section 945.6)

BACKGROUND

On March 28, 2007, this claim was filed for property damages and personal injury. The claim alleges the property damage occurred when the claimant drove her car over a city curb causing the tire to blow out. The claim further alleges that injury occurred to the passengers of the vehicle when the tire blew out.

The initial claim(s) were submitted to the City's liability claims administrator, Public Entity Risk Management Authority (PERMA) for review and recommendation. Attached is the PERMA claims adjuster's recommended rejection of claim(s) in accordance with Section 913 of the Government Code.

The claim(s) files containing related documents are available for Council review in the office of the Finance Director.

RECOMMENDATION

Staff recommends rejection of this claim pursuant to law.

Helen Colbert
Risk Manager



April 20, 2007

Helen Colbert
Director of Finance/Risk Manager
City of Blythe
235 N. Broadway
Blythe, CA 92225

RE: Susan Marie White v. City of Blythe

Date of Loss : 03/13/07

Our File Number : BT0705

Dear Ms. Colbert:

PERMA is in receipt of the above-captioned claim filed against the City of Blythe by claimant, Susan Marie White.

We request that you take the action indicated below:

CLAIM REJECTION: Written rejection of claim by authorized board/officer in accordance with Government Code Section 913.

Please copy PERMA on the notice to the claimant.

Thank you for your assistance in this matter. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Teri Perez
Claims Specialist

A public

agency

since

1985

77-670

Springfield Lane

Suite 1A

Palm Desert

CA 92211

phone

760.360.4966

fax

760.360.3264



CITY OF BLYTHE

INVESTMENT REPORT

FOURTH QUARTER

Fiscal Year 2006-07

June 30, 2007

The City of Blythe has for many years invested all excess cash (cash not needed for daily operations) for all City funds and the Redevelopment Agency with the California State Local Agency Investment Fund (LAIF).

While LAIF offers the City and the Agency liquidity and safety, LAIF investment yield only slightly surpasses U.S. Treasury Bonds. There are more profitable investment instruments on the market, but risk increases with yield.

Attached for your review are copies of the following:

City of Blythe

- Quarter-end statements from LAIF with accompanying attachments from the State Treasurer's Investment Division
- Quarter-end statement for General Checking Account
- Quarter-end statement for City of Blythe Project Account
- Asset Forfeiture Accounts (use of these funds is restricted)

There are also cash deposits held in trust in a Police "confiscated evidence account." These deposits are not City funds and will eventually be distributed to the owners or other Agencies.

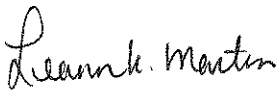
Redevelopment Agency

- Quarter-end statements from LAIF with accompanying attachments from the State Treasurer's Investment Division
- Quarter-end statement for the Agency Checking Account

There are also cash deposits held in bond reserve accounts with First Trust (formerly Bank of America Trust). Their use is limited to guaranteeing debt service. When the debt is retired (the first in approximately 20 years), any balances will be returned to the Agency.

All investment actions executed since the last report have been made in full compliance with the City's Investment Policy. As required by Government Code Section 53646 (b) (3) to be denoted, the City of Blythe is capable of meeting its expenditure requirements for the next six months.

Respectfully submitted,



Leann Kay Martin
City Treasurer

State of California
Pooled Money Investment Account
Market Valuation
3/31/2007

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 3,824,318,902.74	\$ 3,860,742,152.76	\$ 3,861,928,000.00	NA
Notes	\$ -	\$ -	\$ -	\$ -
Federal Agency:				
SBA	\$ 652,166,909.41	\$ 652,127,035.30	\$ 646,162,659.06	\$ 6,071,260.05
MBS	\$ 911,034,885.53	\$ 911,034,885.53	\$ 896,486,305.15	\$ 4,208,776.00
Bonds	\$ 6,564,122,395.58	\$ 6,560,087,978.20	\$ 6,561,227,780.60	\$ 145,898,060.80
Floater	\$ 20,024,779.85	\$ 19,990,246.52	\$ 19,988,000.00	\$ 40,288.89
Discount Notes	\$ 4,588,018,847.34	\$ 4,683,723,250.02	\$ 4,684,510,000.00	NA
FHLMC PC	\$ 615,924.12	\$ 615,924.12	\$ 636,222.93	\$ 9,984.53
GNMA	\$ 217,085.40	\$ 217,085.40	\$ 241,202.22	\$ 2,157.48
Bankers Acceptances	\$ -	\$ -	\$ -	NA
Bank Notes	\$ 960,000,000.00	\$ 960,000,000.00	\$ 959,939,385.60	\$ 9,152,422.22
CDs	\$ 10,469,536,176.03	\$ 10,469,057,549.91	\$ 10,468,660,645.43	\$ 83,767,164.50
Commercial Paper	\$ 9,627,305,103.36	\$ 9,675,734,676.16	\$ 9,677,073,035.28	NA
Corporate:				
Floater	\$ 220,041,956.02	\$ 220,041,956.02	\$ 220,021,450.00	\$ 1,175,445.07
Bonds	\$ 257,260,765.10	\$ 256,996,702.60	\$ 256,617,032.75	\$ 3,545,557.64
Repurchase Agreement	\$ -	\$ -	\$ -	NA
Reverse Repurchase	\$ (297,652,500.00)	\$ (297,652,500.00)	\$ (297,652,500.00)	\$ (495,095.04)
Time Deposits	\$ 8,507,495,000.00	\$ 8,507,495,000.00	\$ 8,507,495,000.00	NA
AB 55 & GF Loans	\$ 13,259,519,468.81	\$ 13,259,519,468.81	\$ 13,259,519,468.81	NA
TOTAL	\$ 59,564,025,699.29	\$ 59,739,731,411.35	\$ 59,722,853,687.83	\$ 253,376,022.15

Fair Value Including Accrued Interest

\$ 59,976,229,709.98

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (.999717479). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,994,349.58 or \$20,000,000.00 x .999717479.

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0702-040 4/5/2007	COM-ADD ISSUED	170 SOUTH SPRING STREET 848043008 Permit INTERIOR REMODEL	COACHELLA VALLEY HOUSI BLYTHE CONSTRUCTION CC	63,000.00	1,517.96	1,517.96
B0704-029 4/24/2007	COM-ADD FINALED	713 WEST HOBSON WAY 845100011 Permit INTERIOR	DESERT HORIZON BURROW CONSTRUCTION	4,000.00	161.30	161.30
B0612-042 4/24/2007	COMM ISSUED	160 SOUTH LOVEKIN BOULEV 848021065 Permit	CARL L KARCHER RAWLINS CUSTOM DESIGN I	343,803.04	4,321.38	4,321.38
B0704-009 4/18/2007	CONC ISSUED	12224 FLORENCE BOULEVARI 824191032 Permit APPROACHWAY	JAMES & KATHRINE JULIAN BRUCE CLARK BACKHOE	2,000.00	114.26	114.26
B0704-039 4/20/2007	CONC ISSUED	100 BLOCK NORTH ASH STRE Permit APPROACHWAY	CITY RIGHT OF WAYS THOMPSON-RICE CONSTRUC	2,400.00	137.36	137.36
B0704-040 4/20/2007	CONC APPROACH APPLIED	300 BLOCK NORTH BROADW/ Permit APPROACHWAY	CITY RIGHT OF WAY BRUCE CLARK BACKHOE	3,000.00	137.36	137.36
B0612-040 4/9/2007	DEVEL ISSUED	160 SOUTH LOVEKIN BOULEV 848021065 Permit ALLEY & CURB/GUTTER/SIDEWALK	CARL L KARCHER RAWLINS CUSTOM DESIGN I	32,910.00	472.55	472.55
B0704-050 4/24/2007	ELEC FINALED	160 SOUTH LOVEKIN BOULEV 848021065 Permit TEMPORARY POWER POLE	CARL L KARCHER RAWLINS CUSTOM DESIGN I	0.00	49.50	49.50
B0704-035 4/16/2007	ELEC ISSUED	16691 RIVIERA DRIVE 869410017 Permit	STEVEN J KLINGENMEIER JOHNSON CYLE ELECTRIC IN	0.00	49.50	49.50
B0704-002 4/9/2007	ELEC ISSUED	320 1/2 NORTH FIRST STREET 845072012 Permit	PATRICK & CARA MOON NEWIDOWSKI ELECTRIC	2,500.00	68.48	68.48
B0609-050 4/11/2007	EXCAV GAS CO ISSUED	RIGHT OF WAYS (SEE CUT SH Permit OCTOBER BLANKET	CITY RIGHT-OF-WAYS SOUTHERN CALIFORNIA GA'	0.00	25.00	25.00
B0704-007 4/23/2007	EXCAV ISSUED	SOUTH INTAKE, 3000' S/O I-10 Permit	CITY RIGHT OF WAY RICHARD E HOOVER	14,000.00	391.46	391.46
B0701-071 4/18/2007	EXCAV GAS CO ISSUED	RIGHT OF WAYS (SEE CUT SH Permit FEBRUARY BLANKET	CITY RIGHT-OF-WAYS SOUTHERN CALIFORNIA GA'	0.00	25.00	25.00
B0701-001 4/18/2007	EXCAV GAS CO ISSUED	RIGHT OF WAYS (SEE CUT SH Permit JANUARY BLANKET	CITY RIGHT-OF-WAYS SOUTHERN CALIFORNIA GA'	0.00	150.00	150.00
B0704-047 4/27/2007	FENCE BLOCK ISSUED	1140 NORTH LOVEKIN BOULE 839021042 Permit BLOCK	RUBEN & CELIA JAUREGUI OWNER	5,760.00	207.24	207.24

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0704-048 4/30/2007	FENCE CHAIN LINK ISSUED	1241 SUNNYSIDE DRIVE 836190003 Permit CHAIN LINK	DIONICIO & MARTHA NARANJO OWNER	12,000.00	47.00	47.00
B0704-012 4/9/2007	FENCE FINALED	1575 EAST CHANSLOR WAY 85722 Permit OASIS PANEL & PVC	RANCHETTE ESTATES BEAR FENCE INC	60,000.00	47.00	47.00
B0703-083 4/9/2007	FENCE STUCCO ISSUED	170 SOUTH SPRING STREET 848043008 Permit STUCCO	COACHELLA VALLEY HOUSE OWNER	3,160.00	161.12	161.12
B0704-030 4/16/2007	GARAGE KOOL KOVER ISSUED	2210 COOL WATERS 824213018 Permit KOOL KOVERS (2)	DERRIL & TRUDY FERREIRA OWNER	11,000.00	323.26	323.26
B0704-041 4/25/2007	GARAGE ISSUED	12200 COLORADO RIVER ROAD 833310006 Permit	RIV CO-LEASOR, COB-LEASE BURROW CONSTRUCTION	16,718.40	464.27	0.00
B0703-019 4/18/2007	GRADING ISSUED	12224 FLORENCE BOULEVARD 824191032 Permit	JAMES & KATHRINE JULIAN BRUCE CLARK BACKHOE	2,500.00	60.50	60.50
B0612-041 4/9/2007	GRADING ISSUED	160 SOUTH LOVEKIN BOULEVARD 848021065 Permit	CARL L KARCHER RAWLINS CUSTOM DESIGN INC	0.00	287.25	287.25
B0702-016 4/11/2007	HYDRO ISSUED	HOBSON WAY, ASH & COMMERCIAL Permit	CITY RIGHT OF WAYS HOLGUIN FAHAN & ASSOCIATES	0.00	322.00	322.00
B0702-026 4/11/2007	HYDRO ISSUED	500 WEST HOBSON WAY 848023034 Permit	SIDNEY B WALNOHA HOLGUIN FAHAN & ASSOCIATES	0.00	94.00	94.00
B0702-027 4/11/2007	HYDRO ISSUED	435 WEST HOBSON WAY 845112027 Permit	WAYMEN & CAROLYN DEKE HOLGUIN FAHAN & ASSOCIATES	0.00	94.00	94.00
B0612-039 4/24/2007	LANDS ISSUED	160 SOUTH LOVEKIN BOULEVARD 848021065 Permit NEW LANDSCAPING & IRRIGATION	CARL L KARCHER RAWLINS CUSTOM DESIGN INC	13,000.00	368.36	368.36
B0704-033 4/19/2007	MECH ISSUED	200 NORTH LOVEKIN BOULEVARD 845100016 Permit REPLACE OFFICE UNIT	HPD RIVERSIDE CLARKE & RUSH MECHANIC	9,990.00	77.80	77.80
B0704-026 4/13/2007	MECH ISSUED	8880 AGATE TERRACE ROAD 857190009 Permit	HENRY & YVONNE FOSTER JOHN HARRISON CONTRACT	0.00	49.50	49.50
B0704-004 4/3/2007	MECH ISSUED	301 WEST HOBSON WAY 845131015 Permit	J/R JIREH INC GLENN W JOHNSON & JESSE	0.00	49.50	49.50
B0703-039 4/2/2007	MH FINALED	6951 EAST SIXTH AVENUE #54 833330008 Permit IN PARK	HIDDEN BEACHES RIVER RE OWNER	65,000.00	398.50	398.50

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0610-033 4/20/2007	MH ISSUED	8301 EAST HOBSON WAY #10C 857160021 Permit IN PARK-1269 SQ FT	NORMAN FLAM ADAM WRIGHT CONSTRUCT	56,000.00	1,647.60	1,647.60
B0704-032 4/13/2007	MH FINALED	12801 NORTH ACACIA AVENUE 851072008 Permit	J/T CAPITAL INVESTMENTS & OWNER	10,000.00	393.00	393.00
B0704-016 4/20/2007	MH FINALED	8301 EAST HOBSON WAY #21 857160021 Permit IN PARK-1120 SQ FT	J/L Diamond Llc/EI RANCHO E ADAM WRIGHT CONSTRUCT	35,000.00	1,645.50	1,645.50
B0704-014 4/20/2007	MH FINALED	8301 EAST HOBSON WAY #13 857160021 Permit IN PARK-1120 SQ FT	J/L Diamond Llc/EI RANCHO E ADAM WRIGHT CONSTRUCT	32,000.00	1,645.20	1,645.20
B0704-018 4/20/2007	MH FINALED	8301 EAST HOBSON WAY #43 857160021 Permit IN PARK-1568 SQ FT	J/L Diamond Llc/EI RANCHO E ADAM WRIGHT CONSTRUCT	39,000.00	1,645.90	1,645.90
B0704-042 4/25/2007	OTHER ISSUED	620 GRANDE VISTA STREET 869372015 Permit	HILARIO & CECILIA GARCIA OWNER	23,000.00	72.86	72.86
B0703-068 4/3/2007	PATIO ISSUED	670 NORTH TENTH STREET 857064014 Permit REMOVE EXIST PATIO & REBUILD	JACQUELYNN D BOYENS OWNER	3,575.00	160.96	160.96
B0703-072 4/3/2007	PATIO ALUM AWNING APPLIED	4410 ARROWHEAD BOULEVARD 821232027 Permit ALUMINUM AWNING	NAGY & SALT OWNER	1,400.00	196.50	196.50
B0703-071 4/2/2007	PATIO ALUM AWNING FINALED	4410 ARROWHEAD BOULEVARD 821233008 Permit ALUMINUM AWNING	KEITH ET AL OWNER	4,000.00	196.50	196.50
B0704-008 4/10/2007	PATIO ISSUED	190 EAST FOURTEENTH AVENUE 869080048 Permit	ALFRED & DOLORES CAMAC OWNER	3,087.50	160.96	160.96
B0610-035 4/20/2007	PATIO ALUM AWNING ISSUED	8301 EAST HOBSON WAY #10C 857160021 Permit AWNINGS (2)	NORMAN FLAM ADAM WRIGHT CONSTRUCT	2,592.00	392.50	392.50
B0704-031 4/16/2007	PATIO ALUM AWNING FINALED	831 AURORA WAY 842221013 Permit ALUMAWOOD AWNING	JAMES & COURTNEY CORCC JERALD R. SCHILREFF	2,058.00	137.86	137.86
B0704-037 4/16/2007	PATIO ALUM AWNING FINALED	4489 WELLS ROAD #72 821170029 Permit ALUMINUM AWNING	SUMMERTON HILLS PARTNE JERALD R. SCHILREFF	3,800.00	196.50	196.50
B0703-091 4/6/2007	PATIO ALUM AWNING FINALED	4489 WELLS ROAD #21 821170029 Permit ALUMINUM AWNING	SUMMERTON HILLS PARTNE OWNER	1,000.00	196.50	196.50
B0610-034 4/20/2007	PATIO ISSUED	8301 EAST HOBSON WAY #10C 857160021 Permit DECK	NORMAN FLAM ADAM WRIGHT CONSTRUCT	1,296.00	196.50	196.50

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0704-019 4/20/2007	PATIO ISSUED	8301 EAST HOBSON WAY #43 857160021 Permit DECK	J/L Diamond Lic/EI RANCHO E: ADAM WRIGHT CONSTRUCT	2,000.00	196.50	196.50
B0704-017 4/20/2007	PATIO ISSUED	8301 EAST HOBSON WAY #21 857160021 Permit DECK	J/L Diamond Lic/EI RANCHO E: ADAM WRIGHT CONSTRUCT	2,000.00	196.50	196.50
B0704-015 4/20/2007	PATIO ISSUED	8301 EAST HOBSON WAY #13 857160021 Permit DECK	J/L Diamond Lic/EI RANCHO E: ADAM WRIGHT CONSTRUCT	1,200.00	196.50	196.50
B0703-002 4/5/2007	PATIO FINALED	8301 EAST HOBSON WAY #5 857160021 Permit DECK & AWNING	J/L Diamond Lic/EI RANCHO E: ADAM WRIGHT CONSTRUCT	4,000.00	392.50	392.50
PS0704-004 4/9/2007	PLNG SIGN ISSUED	8760 HOBSON WAY 857200007 Permit SEMI PERMANENT DEVELOPMENT SIGN	DONALD WARD	0.00	25.00	0.00
B0703-084 4/19/2007	PLUMB WATER HEATER FINALED	901 EAST AVENUE B 851051012 Permit WATER HEATER	PEGGY L MARTIN CRECELIUS INC	0.00	25.00	25.00
B0703-088 4/19/2007	PLUMB WATER HEATER FINALED	450 WEST BARNARD STREET 845111016 Permit 100 GAL WATER HEATER	WEST BAYFIELD 450/KGM DI CRECELIUS INC	0.00	25.00	25.00
B0703-029 4/19/2007	PLUMB WATER HEATER FINALED	251 NORTH PALM DRIVE #3 845100013 Permit WATER HEATER	BLYTHE VILLA APARTME CRECELIUS INC	0.00	25.00	25.00
B0703-037 4/19/2007	PLUMB WATER HEATER FINALED	251 NORTH PALM DRIVE 845100013 Permit WATER HEATER	BLYTHE VILLA APT #4 CRECELIUS INC	0.00	25.00	25.00
B0704-064 4/30/2007	PLUMB GAS ISSUED	4410 ARROWHEAD BOULEVA 821235021 Permit GAS LINE (EXISTING)	C B BRUGH TRUST C B BRUGH TRUST	0.00	49.50	49.50
B0703-067 4/10/2007	PLUMB GAS FINALED	10880 NORTH BROADWAY 839140008 Permit GAS LINE	J C & JEANETTE TITUS LUSK PLUMBING	0.00	49.50	49.50
B0704-025 4/11/2007	PLUMB GAS FINALED	285 WEST CHANSLOR WAY 842070004 Permit GAS LINE	DOROTHY SHEA NICKEY'S PLUMBING	0.00	49.50	49.50
B0703-085 4/11/2007	PLUMB ISSUED	850 WEST HOBSON WAY 836123002 Permit	PATEL ET AL CRECELIUS INC	27,786.00	147.00	147.00
B0703-035 4/19/2007	PLUMB WATER HEATER FINALED	1326 WEST SAN GORGONIO ST 836154004 Permit WATER HEATER	SARAH JONES CRECELIUS INC	0.00	25.00	25.00
B0704-010 4/11/2007	POOL ISSUED	3889 SANDY POINT DRIVE 833380020 Permit	JAMES & REGINA GRIFFITH VACATION POOLS INC	16,605.00	572.67	572.67

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0703-008 4/3/2007	POOL ISSUED	1540 MESQUITE ROAD 851161012 Permit & SPA	AMERICAP DEV PARTNER VACATION POOLS INC	8,955.00	387.11	387.11
B0704-065 4/4/2007	REMOVE-R ISSUED	521 NORTH EUCALYPTUS AVI 842132011 Permit	MILLER & WOLFORD OWNER	2,000.00	47.00	47.00
B0704-006 4/4/2007	REMOVE-R ISSUED	16081 RIVIERA DRIVE 869420008 Permit	KONRAD & VICKIE JONASSO OWNER	2,000.00	47.00	47.00
B0704-022 4/10/2007	RERF TEAR OFF ISSUED	10936 COCONINO DRIVE 839033003 Permit TEAR OFF	LEWIS & NANCY POLLAK OWNER	2,700.00	83.75	83.75
B0704-001 4/2/2007	RERF TEAR OFF ISSUED	660 SEVILLE LANE 842021005 Permit TEAR OFF	SCOTT & CORINA RICHARDS OWNER	2,800.00	83.75	83.75
B0704-054 4/27/2007	RERF TEAR OFF ISSUED	636 NORTH EUCALYPTUS AVI 842042006 Permit TEAR OFF	REYNALDO & EFREN ORTIZ OWNER	900.00	47.50	47.50
B0703-046 4/16/2007	RES-ADD ISSUED	428 NORTH FIRST STREET 845062008 Permit INTERIOR	TRINA R SARTIN OWNER	15,000.00	517.21	517.21
B0703-032 4/2/2007	RES-ADD ISSUED	1011 EAST CALIFORNIA STREI 857084005 Permit REPLACE PATIO w/FAMILY ROOM	GEORGE R ELLIS OWNER	7,000.00	276.26	276.26
B0703-030 4/2/2007	RES-ADD ISSUED	18470 RIVIERA DRIVE 875280003 Permit	HAROLD & DNECE MORGAN OWNER	6,600.00	357.60	357.60
B0704-011 4/9/2007	RES-ADD ISSUED	498 NORTH CARLTON AVENU 836062001 Permit	ALEX CORDOVA OWNER	13,600.00	551.50	551.50
B0703-076 4/23/2007	RES-ADD ISSUED	770 AURORA WAY 842222009 Permit	ROBERT E DRASZT OWNER	26,447.00	862.05	862.05
RC0704-002 4/18/2007	RIVCOUNTY ISSUED	14221 PHILLIPS STREET 872333015 Permit REMOVE-R	MCCONNELL & VAUGHN OWNER	0.00	148.92	148.92
RC0704-009 4/25/2007	RIVCOUNTY ISSUED	10270 SIXTH AVENUE 827130002 Permit REMOVE-R	ESTATE OF LINDEL D EATON OWNER	0.00	148.92	148.92
RC0704-001 4/9/2007	RIVCOUNTY ISSUED	13391 MESA DRIVE 818306011 Permit MH INSTALL (REPLACEMENT)	CECILIA T GARCIA SOUTHERN CALIFORNIA INS	23,000.00	517.01	517.01
RC0704-005 4/13/2007	RIVCOUNTY ISSUED	5801 COLORADO RIVER ROAE 833091025 Permit GARAGE	FOUNTAIN FAMILY TRUST OWNER	15,966.72	449.55	449.55

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

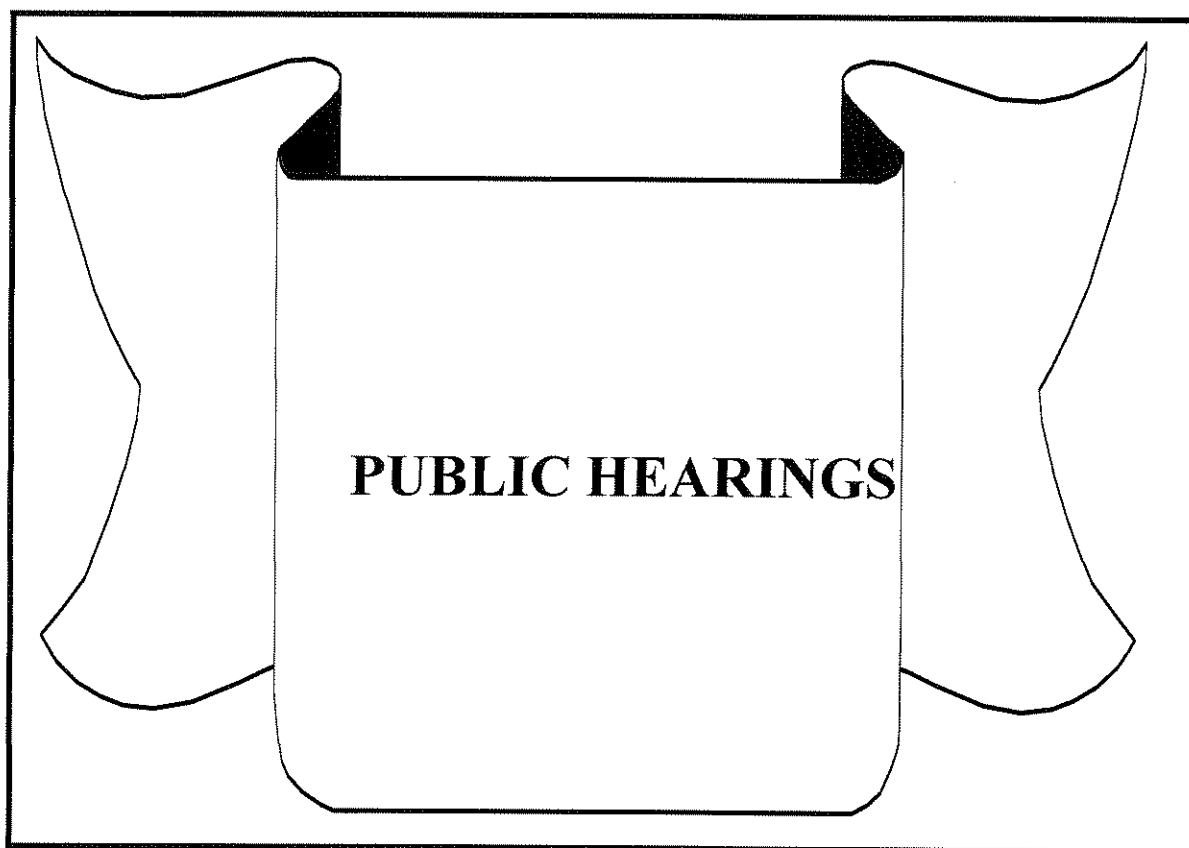
Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
RC0704-004 4/13/2007	RIVCOUNTY ISSUED	5801 COLORADO RIVER ROAD 833091025 Permit MH INSTALL	FOUNTAIN FAMILY TRUST OWNER	66,000.00	439.66	439.66
RC0704-003 4/23/2007	RIVCOUNTY FINALED	5100 COLORADO RIVER ROAD 833082004 Permit PERM FOUND UNDER EXIST MH	THOMAS & JOYCE VLASAK KEVIN BROWN A-LICENSED	0.00	156.64	156.64
RC0704-006 4/26/2007	RIVCOUNTY ISSUED	10970 WILLIAMS THIRD AVENUE 827040004 Permit GARAGE w/1 HR FIRE WALL	TRIPLE WILL FARMS OWNER	13,970.88	380.85	380.85
B0703-060 4/30/2007	SFR ISSUED	410 ALAMEDA STREET 851090020 Permit RESIDENCE 5 Elev A	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	187,476.15	6,401.32	2,601.32
B0703-061 4/30/2007	SFR ISSUED	420 ALAMEDA STREET 851090020 Permit RESIDENCE 1XB	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	135,671.10	5,901.27	2,101.27
B0703-062 4/30/2007	SFR ISSUED	430 ALAMEDA STREET 851090020 Permit RESIDENCE 4 Elev A	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	152,769.40	6,179.03	2,379.03
B0703-064 4/30/2007	SFR ISSUED	321 ALAMEDA STREET 851090020 Permit RESIDENCE 2 Elev B	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	139,014.85	5,985.79	2,185.79
B0703-063 4/30/2007	SFR ISSUED	440 ALAMEDA STREET 851090020 Permit RESIDENCE 3 Elev C	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	150,916.25	6,165.37	2,365.37
B0703-066 4/30/2007	SFR ISSUED	441 ALAMEDA STREET 851090020 Permit Residence 1, Elev B	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	121,231.60	5,792.70	1,992.70
B0702-047 4/18/2007	SFR ISSUED	12224 FLORENCE BOULEVARD 824191032 Permit	JAMES & KATHRINE JULIAN BRUCE CLARK BACKHOE	138,702.10	3,120.82	3,120.82
B0703-056 4/30/2007	SFR ISSUED	351 ALAMEDA STREET 851090020 Permit RESIDENCE 3 Elev C	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	150,916.25	6,165.37	2,365.37
B0703-059 4/30/2007	SFR ISSUED	400 ALAMEDA STREET 851090020 Permit RESIDENCE 4XA	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	152,769.40	6,179.03	2,379.03
B0703-057 4/30/2007	SFR ISSUED	341 ALAMEDA STREET 851090020 Permit RESIDENCE 5 Elev A	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	187,476.15	6,401.32	2,601.32
B0703-058 4/30/2007	SFR ISSUED	331 ALAMEDA STREET 851090020 Permit RESIDENCE 1XC	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	135,671.10	5,901.27	2,101.27
B0704-005 4/10/2007	SFR ISSUED	301 SOUTH BROADWAY 848123011 Permit	JOSE & ANA RODRIGUEZ OWNER	134,945.20	4,731.68	4,731.68

City of Blythe
PERMITS ISSUED
For the Period 4/1/2007 thru 4/30/2007

Permit No./Issued	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Total Fees	Paid
B0703-050 4/30/2007	SFR ISSUED	421 ALAMEDA STREET 851090020 Permit RESIDENCE 4 Elev B	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	151,963.40	6,171.95	2,371.95
B0703-065 4/30/2007	SFR ISSUED	361 ALAMEDA STREET 851090020 Permit Residence 1, Elev A	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	121,231.60	5,792.70	1,992.70
B0703-049 4/30/2007	SFR ISSUED	431 ALAMEDA STREET 851090020 Permit RESIDENCE 5 Elev C w/optional bedroom 6	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	197,933.95	6,472.36	2,672.36
B0703-051 4/30/2007	SFR ISSUED	411 ALAMEDA STREET 851090020 Permit RESIDENCE 3 Elev B	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	150,110.25	6,165.29	2,365.29
B0703-052 4/30/2007	SFR ISSUED	401 ALAMEDA STREET 851090020 Permit RESIDENCE 1XC	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	135,671.10	5,901.27	2,101.27
B0703-053 4/30/2007	SFR ISSUED	391 ALAMEDA STREET 851090020 Permit RESIDENCE 4 Elev C	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	152,769.40	6,179.03	2,379.03
B0703-054 4/30/2007	SFR ISSUED	381 ALAMEDA STREET 851090020 Permit RESIDENCE 3 Elev A	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	150,916.25	6,165.37	2,365.37
B0703-055 4/30/2007	SFR ISSUED	371 ALAMEDA STREET 851090020 Permit RESIDENCE 3 Elev B	AMERICAP DEV PARTNERS S LETWINCH CONSTRUCTION	150,110.25	6,165.29	2,365.29
B0704-013 4/13/2007	SIGN ISSUED	322 WEST HOBSON WAY 848041001 Permit	TD LOANS INC PS/Mppp OWNER	0.00	22.00	47.00
B0704-058 4/30/2007	SIGN ISSUED	761 EAST HOBSON WAY 845170005 Permit	CUSICK FAMILY OWNER	0.00	22.00	47.00

100 Permits Issued from 4/1/2007Thru 4/30/2007

Total Valuation: \$4,143,346.29
Total Fees: \$145,041.93
Total Fees Paid: \$76,202.66



**CITY COUNCIL
PUBLIC HEARING
STAFF REPORT
May 8, 2007**

FILE NO: TTM 34480

SUBJECT: Revision to Conditions of Approval for Tentative Tract Map 34480

LOCATION: One-half mile south of Interstate Highway-10, east of Riviera Drive along the west bank of the Colorado River, in Blythe, Riverside County, California – Assessor's Parcel Numbers: 869-230-014, -015, 869-250-016 and -017.

OWNER: Joseph A. Swain
30-847 Sterling Road
Cathedral City CA 92253

BACKGROUND: On November 14, 2006, the City Council held a public hearing to gather facts and evidence necessary to rule on Tentative Tract Map 34480, a request for approval of a tract map to subdivide one 20± acre parcel into 46 (now 45) single family residential parcels ranging in size from 8,000± to 20,000± square feet. Subsequent to the public hearing, the City Council adopted Resolution No. 06-669 approving the project with conditions (*see Attachment B*). Since the project was approved, the applicant has realized that installation of the [permanent] regional sewer lift station [Riviera Drive/16th Avenue] and extension of the sewer force main to the waste water treatment plant makes the [first phase] residential project cost prohibitive.

SPECIFIC REQUEST: On April 3, 2007, staff received correspondence from Mr. Joseph Swain (*see Attachment A*) requesting approval from the City Council on the proposed relocation of a sewer lift station as recited on Condition of Approval No. 56 of Tentative Tract Map 34480. In discussion with Mr. Swain, the Public Works and Planning Directors have made it very clear that the "relocation" of the sewer lift station would only be supported: 1) with the understanding that the relocated lift station will be removable and used on an interim basis only; 2) that the City of Blythe will not accept "ownership" of the lift station, but may accept responsibility for maintenance and operation with a monetary contribution for the same made by the applicant; 3) that the requirement to install the regional lift station and force main would be held in abeyance until the next phase of development on the site; and 4) that the applicant would provide the City of Blythe with written indemnification, satisfactory to the City Attorney; holding the City of Blythe harmless for any malfunction related to the "temporary" lift station. Staff is recommending that Condition of Approval No. 56 of Tentative Tract Map 34480 be modified as follows:

From: The applicant shall install a sewer lift station at the intersection of Riviera Drive and the extension of 16th Avenue; a trunk line in realigned Riviera Drive from the north project boundary to the referenced lift station; and, appropriately sized sewer lines within the development. The lift station, sewer line(s) and all manholes associated with installation/construction of the sanitary sewer system shall be constructed to the current edition of the City of Blythe Standard Specifications and Drawings.

To: The applicant shall install a sewer lift station at the intersection of Riviera Drive and the extension of 16th Avenue concurrent with Phase II development of the site. The developer/applicant shall commission an impacts analysis of the existing Quechan Marina lift station. Said impacts analysis shall be submitted to the Department of Public Works upon completion for review. If results of the impacts analysis indicate that the effluent from the 45 unit Edgewater Lane Development can be accommodated by the existing lift station, the following shall apply. If however the results of the impacts analysis indicate that the

existing lift station does not have sufficient capacity to accommodate effluent from the Edgewater Lane Development, the developer applicant shall either comply with original Condition of Approval Number 56 of Tentative Tract Map 34480 or provide, for City of Blythe consideration, an alternative means to accommodate project effluent.

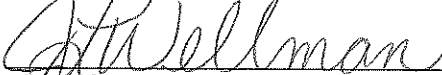
- The applicant may install a temporary sewer lift station at the south project boundary of the 45 lot Edgewater Lane Development, with a force-main running north in Riviera Drive and connecting to an existing manhole at or near the intersection of Riviera Drive and East Donlon Street. Said temporary lift station and force main shall serve the 45 lot Edgewater Lane Development, only. No additional connections to said temporary facility, new or existing, may be made.
- Said temporary lift station shall be used on an interim basis and shall be removed subsequent to construction of the above referenced regional lift station (Riviera Dr./16th Avenue) which shall be a requirement for any future/further development of the [original] 95± acre development site.
- Ownership of the temporary lift station shall be maintained by the developer/applicant. A monetary contribution by the developer/applicant shall be made to the City of Blythe for operation and maintenance of the facility through its useful life.
- The developer/applicant shall provide written indemnification, suitable to the City Attorney; holding the City of Blythe harmless for any malfunction related to the "temporary" lift station. Said indemnification shall include a statement indicating that all costs associated with a malfunction of the facility, including but not limited to: repair; clean-up; fines that may be imposed by regional, State and/or federal agencies; and legal expenses, shall be borne by the developer/applicant or his successor(s) in interest.

RECOMMENDATION: It is staff's recommendation that the City Council, subsequent to the public hearing thereon, approve the modification of Condition of Approval No. 56 for Tentative Tract Map 34480, as stated above.

ATTACHMENTS:


- A. Applicant Request for Consideration
- B. Resolution No. 06-669 w/ Conditions of Approval
- C. Lift Station / Force Main Exhibit

Respectfully Submitted:


Jennifer Wellman, AICP
Planning Director


Jim Rodkey,
Public Works Director

Concurrence:


Les Nelson,
City Manager

April 2, 2007

City of Blythe
235 North Broadway
Blythe, Ca. 92225
Attn: Jennifer Wellman

RECEIVED

APR 03 2007

CITY OF BLYTHE DEV. SER.

Ref: TTM # 34480 Edgewater Lane

Dear Jennifer,

I am writing you to request approval from the City Council on the proposed relocation of a sewer lift station as recited on Condition # 56 of TTM # 34480. Please refer to the attached exhibit from Nolte Associates depicting the new location for this interim lift station which shall accommodate approximately 65 residences. I have provided copies of plans and/or the related specifications to the following agencies and key personnel:

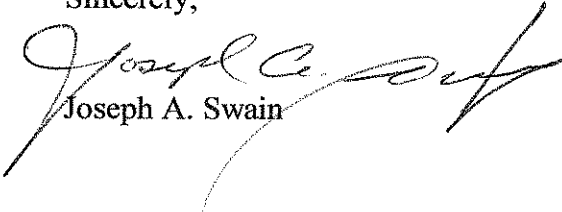
- City of Blythe Public Works Dep't. Mr. Jim Rodkey and Mr. Chad Abby
- County of Riverside (Parks and Open Space) Mr. Mark Brewer
- Reynolds R.V.Park (Lessee) Mr. Tom Reynolds

A field meeting by the above was held on March 6th and it was agreed that the interim lift station and force main design would be acceptable as planned and developer would pay for its installation and any related maintenance. As a matter of memorializing a meeting held in December 2006 when this plan was discussed with Mr. Butch Hull and Jim Rodkey, I have also agreed to make a Fifty Thousand Dollar (\$50,000.) cash contribution for the Bell St. and 14th Ave. lift station renovation.

I am submitting eight copies of TTM #34480 which reflects the reduced 45 lot count and please note the larger Waverly Ave. R.O.W. to accommodate the gated island entryway. Park Ave. was moved 25 feet South after El Paso Gas Line determined their line (thus easement) was not where they originally believed it to be. They corrected the "as built" location after recently excavating and electronically toning its location. I am also issuing you herewith the revised lot size matrix for your review and information.

As a matter relating to the City Water Main project (*as part of its pre-annexation agreement with CRCA residents*), extending from East Hobsonway to the CRCA residential community (South of 16th Ave.), and the realigned street R.O.W. that the (then) City Engineer, Mr. Bill Brunett requested, I wish to memorialize an agreement made between me and Mr. Brunett at Holt Engineers offices. Bill said that in trade for the dedication of a full street R.O.W. and my cost to construct the new Riviera Dr., the City would install the valves and tees to stub into the street intersections for my future development as part of their water main project. He said it would be my expense to construct the intract water mains beyond the Riviera Dr. R.O.W. (I agreed and we shook hands). I ask that agreement to be recognized by the City Council as what I received from Bill Brunett (although trustworthy) was his assurance sealed with a hand shake and not with an ink pen.

Sincerely,


Joseph A. Swain

RESOLUTION NO. 06-669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF APPROVING TENTATIVE TRACT MAP 34480 LOCATED ON RIVIERA DRIVE WEST OF THE COLORADO RIVER IN THE CITY OF BLYTHE, RIVERSIDE COUNTY, CALIFORNIA

WHEREAS: The City Council of the City of Blythe at its regularly scheduled meeting of November 14, 2006, conducted a public hearing to consider Tentative Tract Map 34480, a request for approval to allow the subdivision of one 21± acre parcel into a 46 lot single family residential subdivision. The development site being located on Riviera Drive, west of the Colorado River, in the City of Blythe, Riverside County, California and more specifically described as Assessor's Parcel Numbers 869-230-014, -015, 859-250-016 and -017; and,

WHEREAS: The proposed project site is designated RL (Low Density Residential) by the City of Blythe General Plan. The Low Density Residential designation providing for detached single family development, typically on self-sufficient individual lots, at a maximum density of seven (7) dwelling units per acre; and,

WHEREAS: The proposed project will have an overall density of 2.3± dwelling units per acre; and,

WHEREAS: The project site is currently zoned RR (Rural Residential); and,

WHEREAS: The project site is being re-zoned from RR (Rural Residential) to RL1 (Low Density Residential).

WHEREAS: Lot sizes within the proposed development will range in size from 7,800 s.f. to 20,124 s.f., with the average lot size being 11,104 s.f.; and,

WHEREAS: The City Council received testimony from all interested parties relative to said Tentative Tract Map; and

WHEREAS: The City Council made the following findings relative to this project:

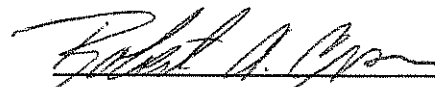
1. That the proposed Tentative Tract Map is consistent with the General Plan.
2. That the site is physically suitable for the type and density of development proposed.
3. That the design of the project or the proposed improvements will not cause environmental damage.
4. That a Mitigated Negative Declaration in accordance with the California Environmental Quality Act was prepared for the project.
5. That the proposed location of the project and the conditions under which it would be constructed will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

6. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Zoning Ordinance and General Plan.

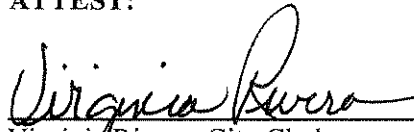
NOW, THEREFORE, BE IT RESOLVED: That the Blythe City Council does hereby approve Tentative Tract Map 34480 subject to conditions as attached, contingent upon the passage and adoption of Ordinance No. 816.06.

PASSED, APPROVED, and ADOPTED this 14th day of November, 2006, by the following called vote, to wit:

AYES: Mays, DeConinck, Hernandez, Crain
NOES: None
ABSENT: None
ABSTAIN: Grotke


Robert A. Crain, Mayor

ATTEST:


Virginia Rivera, City Clerk

(S E A L)

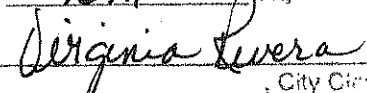
County of Riverside }
State of California } SS

I, Virginia Rivera, City Clerk of the City of Blythe, do hereby certify that the above and foregoing is a full, true and correct copy

Ordinance No. _____
of Resolution No. 06-669 The original of which is on file
Minute Excerpts _____ in my office

IN WITNESS WHEREOF I herewith set by hand and affix the official Seal of the City of Blythe on this 16th day of

November, 2006


By _____, City Clerk
Dep. _____

PLANNING DEPARTMENT
APPROVED
DATE 11/14/06
BY [Signature]

City of Blythe
Planning Department
Revised Conditions of Approval

Tentative Tract Map 34480



1. The permittee shall defend, indemnify, and hold harmless the City of Blythe, its' agents, officers and employees from any and all claim(s), cost(s) or expenses(s), including legal fees and costs, action(s) or proceeding(s) against the City of Blythe or its agents, officers or employees to attach, set aside, void or annul an approval of the City of Blythe concerning Tentative Tract Map 34480 and all associated entitlements, including but not limited to use permits and subdivision map and the/their associated environmental document/analysis regardless of whether or not litigation is commenced or arbitration requested.
2. Development of the site shall comply with the mandatory requirements of all City of Blythe Ordinances and Resolutions, all applicable State and Federal Codes and Laws [in place at such time as entitlements are granted and/or building permits are applied for] and shall substantially comply with the conditionally approved and Tentative Tract Map.
3. Mitigation measures identified in the environmental document shall be incorporated into and become a part of these Conditions of Approval.
4. No development phasing has been proposed. As such, all public improvements associated with the Proposed Project shall be installed/constructed, prior to issuance of any residential building permit.
5. A Final Map shall be prepared according to all of the latest requirements of the Subdivision Map Act and City of Blythe Ordinances and standards. The map shall be prepared by a California Registered Land Surveyor or Civil Engineer licensed to practice prior to January 1, 1982. A \$400 Final Map filing fee shall be remitted to the Planning Department upon submittal of the Final Map for City Council approval in addition to a \$750 per sheet plan check fee. Said condition shall apply to each map filed. Fees in place at the time of map submittal shall apply.
6. The developer/applicant shall remit \$1,500 per dwelling unit towards the construction of additional water capacity at the new water production and treatment facility. This fee shall be paid before a Certificate of Occupancy is issued for each dwelling unit.
7. The developer/applicant shall remit to the City of Blythe all impact and connection fees as authorized by City Ordinances and Resolutions.
8. Pursuant to Blythe Municipal Code Section 17.27.020, new single-and multi-family developments of 5 units or more, shall include public arts amenities.

Payment may be made to the City of a fee in-lieu of the inclusion of public arts amenities. Said fee shall be one half of one percent (½%) of residential project costs for single- and multi-family developments of five units or more as stated on building permit. Project costs shall not include improvements in/to the public right-of-way. For projects valued at less than \$1M, the applicant is encouraged to pay the in-lieu fee.

The Blythe City Council shall review and hold discretionary approval of all art proposed for construction and/or installation in public places.

9. Impact fees and/or connection fees may be deferred until final inspection and shall be paid in full prior to issuance of Certificates of Occupancy.
10. The developer/applicant shall submit to the City Development Services Department all covenants, proposed land owner association by-laws and agreements for review. Said covenants shall contain such provisions as required by these conditions.
11. The developer/applicant shall enter into a "Subdivision Improvement Agreement" with the City and shall provide such bonding and assurances as may be required to insure the completion of facilities which will be dedicated to the City. Bond amounts will be based on the following:
 - For Faithful Performance (100%)
 - For Securing Payment (50%)
 - For Monumentation (125%)
 - For Contingencies (10% Improvements & Monumentation)
12. Within six (6) months of Tentative Map approval, the applicant shall provide the City with tax clearance documentation from the Office of the Riverside County Tax Collector indicating that all due and payable and/or delinquent taxes or special assessments have been paid for the property being divided. If this condition is not adhered to within said six (6) month period, the City Council may hold a public hearing to consider revocation of the map.
13. The life of the (approved) Tentative Map shall be as set forth in Section 66452.6 of the Subdivision Map Act.
14. For all private improvements, a completed building permit application (with valuation of work) and three (3) complete sets of construction plans shall be submitted to the City Building Department. Plans shall include Title 24 energy calculations and engineering. Plans and specifications must be prepared by a California licensed architect or registered engineer and must comply with seismic zone 3, exposure C, and wind speed of 70 mph.
15. For all public improvements, a completed building permit application (with valuation of work) and four (4) complete sets of construction/installations plans shall be submitted to the City Building Department.
16. A Temporary Use Permit must be obtained to allow the installation of a construction trailer on the site.
17. All contractors and/or sub-contractors for the project must obtain a City Business License before commencing work within the City limits.
18. School Facility Fees, per Government Code 53080 and California Education Code 17620 and 65995, shall be paid prior to issuance of building permits.
19. All contractors and/or sub-contractors for the project must hold a current and active California State Contractors License and provide verification of workers compensation insurance. Said information shall be provided to the City Building Department prior to start of trade.

20. Tract development signs may be installed in compliance with Section 17.26 of the Zoning Ordinance upon approval of the final map. Off-site tract signs may be permitted subject to review and approval by the City of Blythe.
21. A minimum 8' wide landscape area shall be provided along the entire length of the subdivision on Riviera Drive. The landscape area shall be landscaped using an effective combination of trees, shrubs and grass. Areas not covered with vegetation or ground cover shall be mulched with an approved material to promote water conservation and weed control. The landscape area shall be equipped with a full coverage automatic controlled irrigation system and a landscape water meter shall be installed if municipal water is to be used for landscape purposes. Landscape area improvements shall be made prior to issuance of any residential building permit.
22. A decorative slump, block or stucco wall, minimum six (6') feet in height shall be constructed along the entire east side of the landscape area. Said wall shall be installed prior to issuance of any residential building permit. Appropriate architectural features (capping element, changes in texture, plain and color) shall be incorporated into the design of the wall.
23. Where appropriate, side and rear yards shall be enclosed with six (6) foot high solid fencing (i.e. wood, slump block). Fencing shall be installed and inspected concurrent with the final inspection of each single family residence.
24. Residential Landscaping - front yard landscaping shall be installed prior to Certificates of Occupancy being issued. Said landscaping shall consist of an effective combination of trees, lawn and/or ground cover, shrubs and desert vegetation as approved by the Planning Director. All unplanted landscape areas shall be mulched with a minimum of two (2) inches of decomposed granite, as approved by the Planning Director, to promote water conservation and weed and dust control. A sample of the proposed cover material shall be submitted with the landscape plan for approval.
25. A minimum of two deciduous or evergreen shade trees conforming to the measurements specified below shall be planted in the front yard of any lot on which a dwelling unit or units are to be built or placed.
 - a. Minimum branching height for all shade trees shall be six feet.
 - b. Minimum size for shade trees shall be 2.5 to three inches in diameter measured six inches above grade; and, 12 to 14 feet in height.
26. For all public/community landscape areas, including storm water basin, the following shall apply:
 - a. A detailed landscape plan shall be submitted concurrently with public improvement permit application(s). The landscape plan shall include a list of all proposed plants (common and botanical names), the quantity and size of each type of plant, and a schematic of the full coverage irrigation system. Plants should be drought tolerant and low maintenance.
 - b. For every two hundred square feet of landscaping, a minimum of one deciduous or evergreen tree conforming to the measurements specified below shall be planted in a tree well sized to properly accommodate the intended tree. Suitable protection shall be provided to trees and public works from traffic.
 - i. Minimum branching height for all shade trees shall be six feet.

- ii. Minimum size for shade trees shall be 3.5 to four inches in diameter measured six inches above grade; and, 12 to 14 feet in height.
 - c. All landscape areas not planted must be covered with a minimum of two (2) inches of crushed rock (minimum $\frac{3}{4}$ ") to promote water conservation, weed and dust control. A sample of the proposed cover material shall be submitted with the landscape plan for approval.
 - d. All landscaped areas must be equipped with a properly maintained, permanent, automated, underground, full-coverage irrigation system meeting the approval of the Planning Director. (BMC 17.22.050)
 - e. A minimum six (6) inch curb shall be installed around all landscape areas to prevent vehicular access.
27. Mail box type and location(s) shall be coordinated with the United States Postal Service and approved by the City of Blythe. Mail boxes shall be installed prior to issuance of Certificates of Occupancy.
 28. The building address must be posted, in minimum 6" numbers, in the upper right corner of each residential structure. The address must be clearly visible from the street on which the building fronts.
 29. All lots shall comply with all zoning requirements as applied to the subject property, including but not limited to setbacks, parking, lot coverage and landscaping.
 30. If interior streets are public (i.e. dedicated to the City of Blythe), the applicant/developer shall install 5,800 lumen street lights on marbelite poles within the development. If the interior streets are private, the applicant/developer shall install 5,800 lumen street lights on marbelite poles at required intersections within the development(s). The location of the interior development lights will be determined by the City of Blythe and installed based on the location of Southern California Edison underground facilities and National Street Light Standards.
 31. The applicant/developer shall install 16,000 lumen street lights on marbelite poles along the Riviera Drive project frontage. The location of the lights will be determined by the City of Blythe and installed based on the location of Southern California Edison underground facilities and National Street Light Standards.
 32. The applicant/developer shall request, in writing, that the street lights be annexed into City of Blythe Lighting and Landscape District No. 2. In requesting annexation into the lighting and landscape district, the applicant/developer agrees to the assessments that will be imposed on individual properties upon development. Lighting and landscape district assessments are in compliance with Proposition 218 guidelines.
 33. The applicant/developer shall provide for the maintenance of all landscape areas on Riviera Drive either through the Home Owners Association(s) or through annexation to Lighting and Landscape District No. 2. In requesting annexation into the lighting and landscape district, the applicant/developer agrees to the assessments that will be imposed on individual properties upon development. Lighting and landscape district assessments are in compliance with Proposition 218 guidelines.
 34. Prior to approval of the improvement plans, the developer/applicant shall have completed and approved, the necessary maps, lighting improvement plans, legal descriptions, etc. Lighting

improvements shall be completed and accepted concurrently with the other improvements in the subdivision.

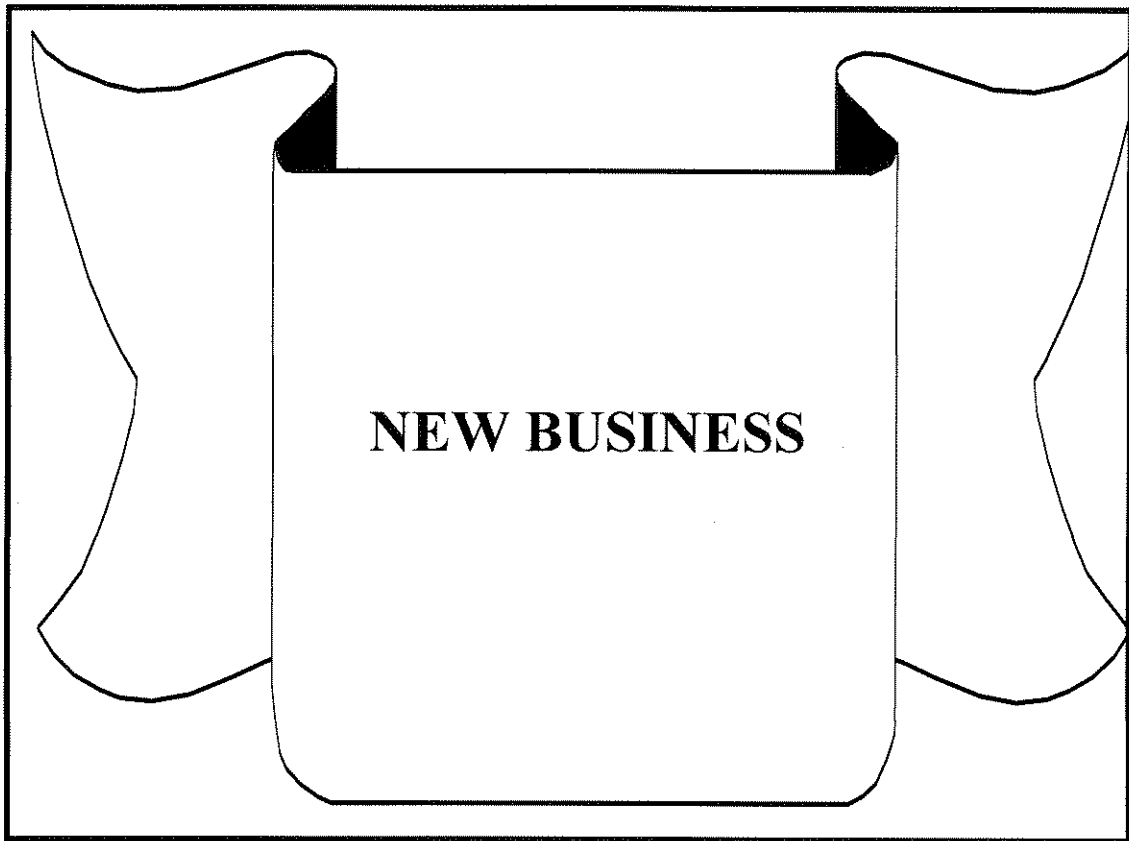
35. The developer/applicant shall provide all trenches, conduit, backfill, etc. as required by Verizon. Rule 15 monies must be received by Verizon before any work may commence. Relocation of any telephone facilities will require coordination before construction.
36. All existing and proposed utilities shall be undergrounded. Confirmation shall be provided to the City from the involved company(ies) that all the required deposit(s) to underground the facility(ies) have been paid prior to the issuance of a grading permit.
37. All undergrounding of utilities shall be completed prior to the issuance of a Certificate of Occupancy.
38. All street names shall be proposed and approved by the City Council prior to recordation of the final map.
39. The developer/applicant shall cause all regulatory street name signs to be installed prior to occupancy of any home located where its' occupants will utilize a street that does not have them.
40. Prior to issuance of a Certificate of Occupancy, all subdivision monumentation shall have been installed.
41. All public improvements shall be constructed to the City of Blythe Standard Drawings and Specifications and shall meet all ADA requirements. Said improvements include but are not limited to sewer, water, storm drain infrastructure improvements, street layout and design, sidewalks and driveway aprons.
42. All water distribution lines shall be a minimum of 8-inches in diameter and shall be constructed according to the City of Blythe Standard Drawings and Specifications. There shall be no dead-ends in the proposed water system. A qualified engineer shall complete a hydraulic analysis of the proposed water distribution system to ensure there is adequate fire flow within the development. The distribution system in the proposed development shall connect to the new water transmission line, slated for construction in 2007, at the intersections of Park Avenue and Waverly Street with the realigned Riviera Drive.
43. The developer/applicant shall implement a plan of dust control during construction. During the time between construction of the infrastructure and build-out of the houses, the developer/applicant shall maintain dust and erosion control on the project and shall submit a watering schedule to the City for review and approval prior to construction.
44. Hydrocarbon filters, approved by the City, shall be installed at all storm water drain inlets.
45. The applicant/developer shall have a hydrology report prepared by a civil engineer registered in the State of California to delineate the storm water run-off from the proposed development.
46. Building or foundation permits will not be issued until:
 - a. The final map has been recorded;
 - b. All property corners are identified with approved (temporary) markers;
 - c. Individual lots are identified with approved (temporary) markers using either the lot number or street address;

- d. Street base in place and compacted for access by the emergency response personnel, safety officials and building inspectors; and,
 - e. The lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report, a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and that the work recommended in the preliminary Soils Report has been done.
47. Prior to the delivery of combustible materials, the following items shall be accepted as complete:
- a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.); and,
 - c. Fire hydrants of a permanent or temporary nature are accepted by the Fire Marshal and the Department of Public Works.
48. If the community will be gated, a KNOX Rapid Entry Lock System, approved by the City of Blythe, shall be installed at all gated access points.
49. All plans and specifications for grading, water, sewer, and storm water improvement plans shall be prepared by an engineer or architect licensed in the State of California to perform such work.
50. Before commencing work in the right-of-way a representative of the developer or contractor shall attend a pre-construction meeting with the Department of Public Works to discuss issues pertaining to traffic control and public safety. The developer/applicant or their public improvement contractor(s) shall provide written notification to emergency service agencies (i.e. police, fire, ambulance...) when work in the right-of-way will impede traffic flow or require street closure.
51. All plans prepared for submission to the Department of Public Works shall be on 24 inch by 36 inch sheets as per the Standard Specifications. If plans are submitted on other than the specified sheet size, they will be returned to the applicant, prior to plan check, for sheet size correction.
52. The applicant shall prepared a hydrology report addressing a 10 and 100-year storm event as per the City of Blythe Standard Drawing and Specifications and design a storm water retention basin capable of accommodating the proposed run-off from the project. The report shall contain the minimum pad elevation to ensure there shall be no flooding of the proposed structures during a 100-year storm event. There shall be hydrocarbon filters installed in all drain inlet structures. The retention basin shall have five feet of separation between the groundwater table and the invert elevation.
53. The applicant shall include in the geo-technical investigation the design of the roadway section for all roads dedicated to the City of Blythe.
54. The applicant shall install 6-inch curb and gutter with sidewalks along all public right-of-way in the development (standard or rolled) and along the development's frontage (standard) with Riviera Drive. Due to the type of development curb and gutter shall also be installed on the west side of Riviera, from the north to south project boundary, to assist in directing storm water run-off into the proposed retention basins. Handicap ramps meeting current ADA standards shall be installed at all corners within the development and on Riviera Drive.
55. Since the proposed project requires the realignment of Riviera Drive and abandonment of the existing roadway, the applicant shall be responsible for the construction of Riviera Drive along the new alignment. The roadway construction shall commence at the intersection of Riviera Drive and East Donlon Street and continue to the southern termination point of the new realignment.

56. The applicant shall install a sewer lift station at the intersection of Riviera Drive and the extension of 16th Avenue; a trunk line in realigned Riviera Drive from the north project boundary to the referenced lift station; and, appropriately sized sewer lines within the development. The lift station, sewer line(s) and all manholes associated with installation/construction of the sanitary sewer system shall be constructed to the current edition of the City of Blythe Standard Specifications and Drawings.
57. The applicant shall provide a 15-foot wide utility easement at the north and south cul-de-sacs on Edgewater Lane for future uses associated with the installation of water and sewer lines.
58. All fire hydrants installed in the development shall be James Jones Model No. 3765 or 3700. The type and location shall be determined by the Fire Marshal.
59. The developer or contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) prior to construction for review and approval by the City to mitigate the storm-water run-off during construction. The plan shall adhere to the rules and regulations of the Regional Water Quality Control Board. All applicable permits shall be obtained from the related agencies governing such issues and be presented to the City prior to the issuance of any construction permits.
60. All survey monuments installed in the public roadway shall be according to Standard Drawing S-219. All street intersection monuments shall adhere to Note No. 1 of said drawing.
61. Provide a detailed geo-technical report outlining the necessary measures required for the project site, including but not limited to building pad compaction, soil percolation, roadway section, groundwater depth and soil profile.
62. The applicant shall comply with Chapter 18 and Appendix 33 of the 2001 California Building Code and provide a preliminary soils report prepared by an engineer licensed by the State of California. The soils report shall include recommendations regarding construction of pads and compaction. The recommendations of the soils engineer shall be included in the grading and site plans.
63. All construction on the site shall comply with the edition of the California Building, Electrical, Plumbing, Mechanical and all other applicable California Codes, in effect at the time building permit applications are submitted.
64. A final site grading, drainage and soil report shall be provided to the City prior to issuance of building permits.
65. Pad certification for each lot shall be submitted to the Building Department and shall include soil compaction, elevations, drainage and property corners. Plans shall be prepared by a California Registered Civil Engineer.
66. Pretreatment for termites is required within 24 hours of placement of any footings or slab. Soil treatment shall be done by professional applicators of termicide at concentrations consistent with manufacturer's label. Upon completion of treatment, the applicator shall 'tag' the site in a readily visible location identifying the date and method of treatment. A Certificate of Treatment from the applicator shall be submitted to the Building Department prior to final inspection.


67. The minimum fire flow for one and two family dwellings with less than 3,600 square feet shall be 1,000 gallons per minute. Plans and specifications for the proposed fire hydrants and appurtenant systems shall be submitted to the Fire Marshal for approval. All dead ends shall be submitted to the Fire Marshal for approval. All dead ends shall be as required by the 2001 California Fire Code Section 902.2.2.3 and 902.2.2.4. Fire hydrants shall be placed at approximately 300 foot intervals and shall be located along interior streets. Location and number of hydrants required shall be as designated the Fire Marshal and the Public Works Director.
68. The developer/applicant shall install a (school) bus turnout on the east side of Riviera Drive. The turnout shall be improved with a twelve (12) foot wide concrete apron, the length and location of which will be suited to accommodate existing and future utility improvements. A shade cover and bench shall be installed at the bus turnout. The proposed style and color of the shade structure and bench shall be approved by the Development Services Department [prior to the structure being ordered by the developer/applicant].
69. The project engineer shall design, and the developer shall construct, at no cost to the Palo Verde Irrigation District (PVID) appropriate facilities to mitigate, to the extent possible, if necessary, potential hazards due to the proximity of PVID Canals.
70. The permittee, his/her agents, contractors, and subcontractors agree to indemnify and hold harmless Palo Verde Irrigation District from and against any and all losses, damages, claims, liabilities, fines, and amounts paid in settlement of any threatened, pending, or completed action, suit, or proceeding, and related costs and expenses (including without limitation court costs and attorney's fees) arising out of or connected with any acts of contractor or any of its employees, agents, or representatives, including without limitation any losses arising out personal injury or property damage suffered by Palo Verde Irrigation District or any of its employees, agents, or representatives, as well as any claims or liabilities arising out of personal injury or property damage suffered by any third party for which injury or damage Palo Verde Irrigation District may be liable in regards to an overflow or break of PVID facilities located adjacent to the subject property.
71. The developer/applicant shall through full disclosure during the sale process, inform purchases of the following [potential] issues:
- a. The home being purchased is near agricultural lands in production. Use of farm equipment, both ground and air; use of chemicals, including herbicides, pesticides and fertilizers; noise; and dust, are all components of agricultural production.
 - b. The home being purchased is near open and vacant desert lands. As such, blowing sand and dust may be experienced.
 - c. The home being purchased is located on or near the Colorado River, which may cause nuisances including but not limited to: noise, odor and other nuisances related to public recreational activities.
 - d. The home being purchased is located next to or in close proximity to high pressure natural gas lines.
72. No [Colorado River] bank disturbance or alteration may be undertaken without prior approval from all federal, state and local agencies having jurisdiction over said bank.
73. Approval of this project is conditioned upon the completion, approval and execution of the boundary settlement agreement between the California State Lands Commission and the Nowells.

74. The developer/applicant shall request, in writing, that the California Vehicle Code and Blythe Municipal Code be enforced on public and private property within the development. Said request shall be submitted to the Blythe City Clerk and Chief of Police and shall be kept on file.
75. A KNOX Rapid Entry Lock System, approved by the City of Blythe, shall be installed at all gated primary and secondary (emergency) access points.



Blythe City Council

To: Mayor and City Council

From: Jim Rodkey, Public Works Director 

Date: May 08, 2007

Subject: Pavement Management System – Award of Contract

Background:

During 2005/06 CVAG (Coachella Valley Association of Governments) hired a consultant to gather data and information relating to streets maintenance and repairs. The Data Base (Micro Paver) provided the desert cities the means to prioritize maintenance and repairs for budgetary purposes. Another benefit of the program is its use as a funding justification tool with Riverside County Transportation Commission and for transportation grant applications. The purpose of CVAG taking lead on this project was to standardize the region with its pavement management classifications and data base. The Micro Paver program and training was provided to City of Blythe staff as part of the CVAG project.

Staff is now proposing to move the project forward. For funding purposes the Measure A list of projects was revised to budget \$100,000 for the Pavement Management System and was approved at the April meeting by the Transportation Commission. Staff contacted three Engineering firms and requested proposals and qualifications from the firms on April 12, 2007. They were: Kleinfelder ; Berryman & Henigar, Inc.; DKS and Associates.

Of the three firms only Klienfelder responded with a proposed amount not to exceed \$120,000. Berryman & Henigar Inc and DKS and Associates were not able to perform the work at this time.

Staff is confident recommending Kleinfelder due to relationship the Senior Engineer Mr. Khashayar Hadipour, PhD, PE (Kash) developed with CVAG and the implementation of their Pavement Management System for the Coachella Valley cities. The scope of work would include a complete inventory of all city streets, development of the Micro Paver data base, the complete survey of all 100 lane miles of city streets including GIS input for future infrastructure needs and the compilation of all data. This information will also be used by the Finance Department for their Inventory Fixed Asset and Infrastructure reporting requirement which is due in July.

Recommendation:

Council authorizes the Mayor to execute the Professional Services Agreement with Kleinfelder in an amount not to exceed \$120,000 for the development of the Micro Paver Pavement Management and Inventory System to be funded with Measure A funds.

Concurrence: Les Nelson, City Manager 

BLYTHE CITY COUNCIL

TO: MAYOR AND CITY COUNCIL

FROM: City Engineer – Chad Aaby, P.E.

DATE: May 8, 2007

SUBJECT: Sewer Manhole Rehabilitation Project 2007

BACKGROUND:

On May 2, 2007, the Department of Public Works (DPW) received two bids for the Sewer Manhole Rehabilitation Project 2007. The amounts of the bids received were for \$51,845.00 from Sancon Engineering, Inc and \$40,289.00 from Zebron Contracting, Inc. (please see Attachment A). After review by the Department of Public Works the low bid submitted by Zebron Contracting, Inc. was determined to be responsive and responsible. The current funding for the project consists of \$40,000 from the Sewer Enterprise Fund for maintenance and repairs, but this amount falls short of funding the proposed project. The Department will find incidental funds for cover the remaining balance of \$289.

The funding for this project is provided by a line item in the City budget for the fiscal year 2006/2007 for the amount of \$40,000.00.

RECOMMENDATIONS:

1. City Council:
Award the contract for the construction of the Sewer Manhole Rehabilitation Project 2007, to the low responsive and responsible bidder, Zebron Contracting, Inc. for \$40,289.00.

Concurrence by City Manager:



**BID RESULTS
FOR THE
CITY OF BLYTHE**

MANHOLE REHABILITATION PROJECT 2007

May 2, 2007 2:00 PM

ORGANIZATION		BID
1.	<u>Zebron Contracting</u>	<u>\$40,289.00</u>
2.	<u>SanCon Engineering Inc.</u>	<u>\$51,845.00</u>
3.	<u></u>	<u></u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>
6.	<u></u>	<u></u>
7.	<u></u>	<u></u>
8.	<u></u>	<u></u>

BLYTHE CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
FROM: A.C.M. - C. HUI
DATE: MAY 8, 2007
SUBJECT: PARKING AGREEMENT FOR GATEWAY PARK

BACKGROUND:

Subsequent to City Attorney and Council approval of the Parking Agreement for Gateway Park with the Patel's next door, staff was asked to modify the Agreement as shown on the attachments. In essence, the Patel's would like the public to park as close as practical to the park retaining wall on the west and north sides of the park. There was also discussion about changing the 180 day termination notice to 90 days for either party, but if the language shown on the amended agreement is approved by Council, then the 180 days will work well for both sides.

RECOMMENDATION:

Staff recommends Council authorize the language change shown on the attached Parking Agreement to read: "The actual spaces as to number are not hereby defined in this agreement, but are limited as to location to spaces situated directly adjacent to the retaining wall (of the park)."

Concurrence by City Manager: OKs Nelson

Parking Agreement

The City of Blythe (City) desires a Parking Agreement (Agreement) to park public vehicles on private property adjacent to the "Gateway Park", (Park) located on the northwest corner of Lovekin and Hobsonway. Sahara Motor Hotel (825 West Hobsonway) business owners, Dillip and Angie Patel have agreed to allow public parking on their improved and paved parking lot(s). ~~The actual spaces as to number are not hereby defined in this agreement, but are limited as to location to spaces situated directly adjacent to the retaining wall (of the park).~~ The City of Blythe shall provide a single ADA compliant handicapped parking stall as close as practical to the main entrance to the park. That location and configuration will be mutually agreed upon by the Patel's and the City. The City is not responsible for extraordinary maintenance on the paved surfaces covered in this Agreement, nor is the City liable for damages arising from the public's use of Patel's property. Conversely, the Patel's are not responsible for damages which may occur on the Park, or the retaining wall that will separate Gateway Park from the public parking.

Deleted: The actual spaces, both in number and location are not hereby defined in this Agreement.

Deleted: However, the

Both parties mutually agree to indemnify and hold each other harmless, as it relates to General Liability Insurance.

This Parking Agreement runs with the respective parcels and does not terminate on a date specific. The entitlements of this Agreement shall transfer to any successor or assignee of the Patel property. The Parking Agreement can, however, be terminated by either Party with 180 days written notice delivered to the other, in person, or through the US mail, return receipt requested.

The respective parties are identified below:

For the Patels:

Dillip and Angie Patel
Sahara Motor Hotel
825 West Hobsonway
Blythe, California 92225

For the City of Blythe:

Mayor and City Manager
Blythe City Hall
235 North Broadway
Blythe, California 92225

Signed: _____
Dillip Patel

Signed: _____
Mayor

Signed: _____
Angie Patel

Signed: _____
City Manager

Date Signed: _____

Witnessed: _____
Virginia Rivera, City Clerk

Approved as to Form:

J. Scott Zundel, City Attorney

Parking Agreement

The City of Blythe (City) desires a Parking Agreement (Agreement) to park public vehicles on private property adjacent to the "Gateway Park", (Park) located on the northwest corner of Lovekin and Hobsonway. Sahara Motor Hotel (825 West Hobsonway) business owners, Dillip and Angie Patel have agreed to allow public parking on their improved and paved parking lot(s). ~~The spaces, both in number and location are not hereby defined in this Agreement.~~ (1) the City of Blythe shall provide a single ADA compliant handicapped parking space as practical to the main entrance to the park. That location and color shall be mutually agreed upon by the Patel's and the City. The City is not responsible for maintenance on the paved surfaces covered in this Agreement. The City shall be responsible for damages which may occur on the Park from the public parking.

Both parties mutually agree to ir General Liability Insurance.

(2) (90) This Parking Agreement is specific. The entitlement of the Patel property. Party with 180 days mail, return receipt

The respective

For the Patel

82
Blythe

Signed:

Dillip Patel

Signed:

Angie Patel

Date Signed: _____

Witnessed: _____

Virginia Rivera, City Clerk

Approved as to Form:

J. Scott Zundel
J. Scott Zundel, City Attorney

The actual spaces are not to number as to hereby defined in this agreement but as to are limited to those spaces located to situated directly the adjacent to the retaining wall. 180 → 90


anager

adway
ornia 92225

at A. GMA

Jes Nelson
City Manager

BLYTHE CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
FROM: A.C.M. - C. HULL 
DATE: MAY 8, 2007
SUBJECT: Blythe Airport - "AS IF VACANT" Market Values and Rents Appraisal

BACKGROUND:

Mr. Ray Dozier MAI, of Dozier Appraisal Company was commissioned on February 15, 2007 to complete an "As If Vacant" Land Only Appraisal for the Blythe Airport. The staff compiled "Executive Summary" is attached and proposed for discussion and implementation in new and renewal lease discussions at the airport. Staff presented this item to the Economic Development Ad-hoc Committee on April 5, 2007 obtaining unanimous agreement to take this item to the City Council for approval.

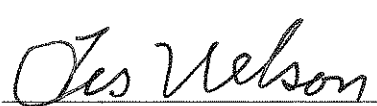
Once adopted by the Blythe City Council as complete, the Appraisal Report will be the corner stone for new lease agreements to be entered into at the Blythe Municipal Airport.

Staff recommends County EDA and the FAA be sent representative copies of the Appraisal Report.

RECOMMENDATION:

Staff recommends the Blythe City Council:

1. Adopt the Blythe Airport MAI Appraisal dated March 8, 2007, as complete and representative of the "As if vacant" land values necessary for land leases on the airport property.
2. Further, have staff forward appropriate copies and/or information to Riverside County and other necessary agencies.

Concurrence by City Manager: 

DOZIER APPRAISAL COMPANY

Resort and Urban Property Appraisers
Valuation and Financial Consultants

73350 EL PASEO, SUITE 206
PALM DESERT, CALIFORNIA 92260

RAYMOND L. DOZIER, MAI
CERTIFIED GENERAL APPRAISER
LICENSE # AG004590

TEL. (760) 776-4200
FAX. (760) 776-4977
E-MAIL DOZIERAPPRAISAL@DC.RR.COM

March 8, 2007

The City of Blythe
Attn: Mr. Charles Hall, Assistant City Manager
235 North Broadway
Blythe, California 92225

RE: *Complete Appraisal and Summary Narrative Report of the "as is" Market Values and Fair Market Rents for the land within the Blythe Airport perimeter, 17500 Hobsonway, located at the intersection of Interstate 10 Freeway and Mesa Drive, Blythe, California 92225*

Dear Mr. Hall:

Enclosed is an original appraisal I have made of the subject property. This appraisal was made at the request of The City of Blythe and by agreement between The City of Blythe, as the client and intended user and Dozier Appraisal Company.

The purpose of this appraisal is to estimate and report my opinion of the subject's "AS IF VACANT" MARKET VALUES and FAIR MARKET RENTS of nine lots and 4 superpads within the boundaries of the Blythe Airport as if each is leased separately to individual lessees as of the appraiser's date of inspection February 22, 2007. One of the lots will be appraised as an improved lot since the above ground assets belong to the airport. All elements of a MARKET VALUE lease are to be present in terms of the price upon which a willing and well informed lessor and a willing and well-informed lessee would agree, in the absence of any unusual compulsion on either and after reasonable exposure on the open market. Reasonable exposure time in MARKET VALUE estimates precede the specified date (effective date) of the appraisal. Also, MARKET VALUE assumes an open and competitive market for the property interest being appraised.

The function or use of this appraisal is to assist in determining fair market rent for leasing purposes.

The property rights being appraised represent the real property's fee simple interest of all future benefits that may be derived from the property's present or possible use, except for any existing easements and rights-of-way of record.

To develop this appraisal, I have made a personal inspection of the subject property. In addition, I have reviewed sales and leases of similar properties and have weighed and compared this data to arrive at the estimated Fair Market Rents for the subject property. The effective date of this appraisal is February 22, 2007.

This appraisal is subject to the Certifications on Pages 1 and 2 of the report, the Scope of the Work on Page 19 of the report, the Assumptions and Limiting Conditions in the Addendum to the Report and the following:

- In the Highest and Best Use section of this report it was determined that the existing airport buildings have reached the end of their economic life. Consequently, it was concluded that the short term rental value of the buildings will be offset by the costs of demolition to eventually make way for new improvements. Therefore, the existing building improvements do not have any contributory value to the Airport Fixed Base Operator portion of the site. (Highest & Best Use Conclusion)
- A hypothetical condition that the undivided lots that are the subject of this appraisal have lot line adjustments to legally define the lots. (Hypothetical Condition)
- The subject property being appraised includes only the land that surrounds the runways and runway safety areas and does not include the land upon which the runways are located, or the runway surfaces, lighting systems, runway extensions, aviation easements or any other amenities associated with or located on the runway or in the runway safety area or aviation easement areas.
- Fair market rent for each of the appraised parcels and lots will be based on long term, triple net leases with 5 or more years minimum lease terms.

This letter of transmittal is not the completed appraisal report but a statement of value conclusions. Users of this appraisal are encouraged to read the completed attached report to reach the appraiser's conclusions via the appraisal process. The intention of this appraisal report is to comply fully with FIRREA appraisal guidelines, as well as, the current Uniform Standards of Professional Appraisal practice (USPAP), adopted by the Appraisal Standards Board of the Appraisal Foundation; and the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

The undersigned appraiser does not have a personal interest, either present or contemplated, in the subject property and certify that fees, received or to be received, for the employment of our services are not contingent upon the opinions reported herein. In addition, Mr. Raymond L. Dozier, MAI, meets the competency provision standard as required by USPAP and has the knowledge and experience to complete the assignment competently.

Based upon the investigation and analysis of the data gathered with respect to this assignment, I have formed the opinion that the subject real property's "as if vacant" MARKET VALUES, as of February 22, 2007, are measured in the amounts of:

Superpad A	1,300± Acres	\$462,290 (\$ 356 per Acre)	} ENTIRE PARCEL AS IF SOLD IN ONE TRANSACTION
Superpad B	914± Acres	\$366,925 (\$ 401 per Acre)	
Superpad C	281± Acres	\$655,180 (\$2,332 per Acre)	
Superpad D	207± Acres	\$495,065 (\$2,393 per Acre)	

and the FAIR MARKET RENT for each of the four superpads identified in the report, as of February 22, 2007, are measured in the amount of:

Superpad A	1,300± Acres	\$36,983 per Year (NNN Lease)	} ENTIRE PARCEL AS IF LEASED IN ONE TRANSACTION
Superpad B	914± Acres	\$29,304 per Year (NNN Lease)	
Superpad C	281± Acres	\$52,414 per Year (NNN Lease)	
Superpad D	207± Acres	\$39,605 per Year (NNN Lease)	

and the MARKET VALUES for each of nine tenant parcels* as of February 22, 2007, are measured in the amount of:

Conway	26.63± Acres	\$ 217,325 (\$ 8,161 per Acre)	} AS IF SOLD
B & B Travel	20.89± Acres	\$ 199,700 (\$ 9,560 per Acre)	
Skeet & Trap	8.5± Acres	\$ 111,815 (\$13,155 per Acre)	
Wolf Enterprises	8.3± Acres	\$ 129,025 (\$15,545 per Acre)	
Firing Range	4.13± Acres	\$ 64,200 (\$15,545 per Acre)	
INS Field Office	1.44± Acres	\$ 39,600 (\$27,500 per Acre)	
Fire Station	1.20± Acres	\$ 33,000 (\$27,500 per Acre)	
Animal Control	0.53± Acres	\$ 39,925 (\$75,330 per Acre)	
Relay Station	0.50± Acres	\$ 37,115 (\$74,230 per acre)	

*The concluded value is subject to the hypothetical condition stated in the letter of transmittal of this report.

and the FAIR MARKET RENT for each of nine tenant parcels* as of February 22, 2007, are measured in the amount of:

* Conway	26.63 Acres	\$17,386 per Year (NNN Lease)
* B & B Travel	20.89 Acres	\$15,976 per Year (NNN Lease)
Skeet & Trap	8.5 Acres	\$8,945 per Year (NNN Lease)
Wolf Enterprises	8.3 Acres	\$10,322 per Year (NNN Lease)
Firing Range	4.13 Acres	\$5,136 per Year (NNN Lease)
INS Field Office	1.44 Acres	\$3,168 per Year (NNN Lease)
Fire Station	1.20 Acres	\$2,640 per Year (NNN Lease)
Animal Control	0.53 Acres	\$3,194 per Year (NNN Lease)
Relay Station	0.50 Acres	\$2,969 per Year (NNN Lease)

"AS IF, A NEW
TENANT TODAY"

*The concluded value is subject to the hypothetical condition stated in the letter of transmittal of this report.

Respectfully submitted,

DOZIER APPRAISAL COMPANY

Raymond L. Dozier, MAI
State Certified General Real Estate Appraiser
CA Certification No. AG004590
RLD/jhp L-07-023-JHP_Airport Land Blythe.wpd

* NOTES ON PAGE 109

ANALYSIS AND CONCLUSIONS (continued)

LAND VALUE ANALYSIS (continued)

B. CALCULATION OF FAIR MARKET RENT

Calculation of Fair Market Rent for the Subject Superpads

Parcel	Size	Market Value		Rate		Annual Rent	Per Acre*
Superpad A	1,300	\$462,290	x	8%	=	\$36,983	\$ 28.45
Superpad B	914	\$366,295	x	8%	=	\$29,304	\$ 32.06
Superpad C	281	\$655,180	x	8%	=	\$52,414	\$ 186.53
Superpad D	207	\$495,065	x	8%	=	\$39,605	\$ 191.33

*This annual rent per acre is for the entire parcel if leased to one person. Smaller portions would rent for more and more or less desirable parcels within the superpad would rent for more or less respectively.

Calculation of Fair Market Rent for Designated Tenants

Parcel	Size	Superpad	Base Rate	Adjusted for Amenities	Adjusted for Size	Adjusted Rate per Acre	Annual Market Rent	Annual Contract Rent
Conway*	26.63	C	\$186.53	50%	200%	\$ 652.86	\$17,385.53	\$ 3,254.19
B & B Travel*	20.89	C	\$186.53	100%	210%	\$ 764.77	\$15,976.11	\$ 11,400.00
Skeet & Trap	8.5	D	\$191.33	0%	450%	\$ 1,052.32	\$ 8,944.68	\$ 722.64
Wolf Enterprises	8.3	D	\$191.33	100%	450%	\$ 1,243.65	\$10,322.25	\$ 10,456.08
Firing Range	4.13	D	\$191.33	0%	550%	\$ 1,243.65	\$ 5,136.25	None
INS Field Office	1.44	D	\$191.33	50%	1000%	\$ 2,200.30	\$ 3,168.42	\$ 3,035.00
Fire Station	1.20	D	\$191.33	50%	1000%	\$ 2,200.30	\$ 2,640.35	None
Animal Control	0.53	D	\$191.33	50%	3000%	\$ 6,026.90	\$ 3,194.25	None
Relay Station	0.50	D	\$191.53	0%	3000%	\$ 5,937.45	\$ 2,968.72	\$ 3,008.52

EXISTING

NOTE :

*The Conway lease contract is on a long term discount to allow recapture of the cost of bring utilities to the area. The B & B Travel lease contract is on a long term fixed flat rate which was entered into prior to by Riverside County prior to leasing the property to the City of Blythe.

Lease Rate Adjustments by Parcel

1. Adjustments to the base lease rate for amenities:

- a. The Conway base lease rate was adjusted for superior amenities based on proximity to the freeway and being on a paved street.
- b. The B & B Travel base lease rate was adjusted for superior amenities based on proximity to the freeway, freeway visibility and corner access on two paved streets.
- c. The Blythe Skeet and Trap lease was not adjusted for amenities since it is considered to be basically similar to the average lot within the superpad.

LAND VALUE ANALYSIS (continued)

B. CALCULATION OF FAIR MARKET RENT

Base lease rate Adjustments by Parcel (continued)

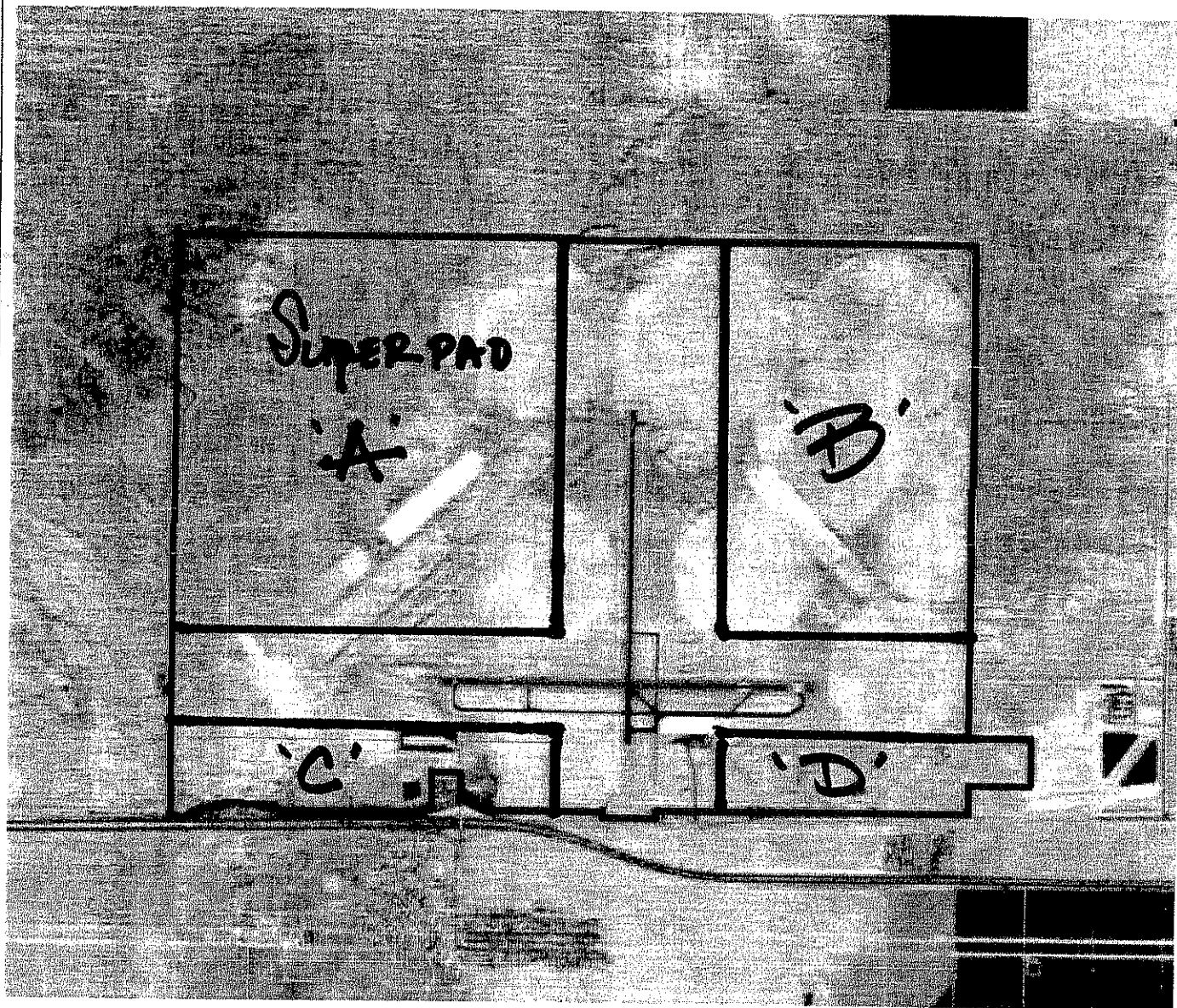
1. Adjustments to the base rate for amenities: (continued)

- d. The Wolf Enterprises FOB base lease rate was adjusted for superior amenities based on proximity to the airfield and site improvements with above ground fuel storage tanks and concrete apron.
- e. The Sheriff's Firing Range base lease rate was not adjusted for amenities since it is considered to be basically similar to the average lot within the superpad.
- f. The INS Border Patrol Office base lease rate was adjusted for superior amenities as being on a paved street.
- g. The County Fire Station base lease rate was adjusted for superior amenities as being on a paved street.
- h. The County Animal Control base lease rate was adjusted for superior amenities as being on a paved street.
- i. The Verizon base lease rate was not adjusted for amenities since it is considered to be basically similar to the average lot within the superpad.

2. Adjustments to the base rate for size:

All of the base lease rates were adjusted for size. The overall parcel sizes for the Superpads C and D are 1,300 acres and 941 acres respectively. The two parcels in Superpad C represent 2%± and 1.6%± of the total acreage. The seven parcels in Superpad D represent a range of .9%± to .05%± of the total acreage. The sizes of the parcels were compared with each other on a relative comparison basis and with the overall size of the superpad to determine the affect of size on the estimated lease rate.

SUBJECT AERIAL PHOTO MAP



BLYTHE CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
FROM: A.C.M. - C. HULL
DATE: MAY 8, 2007
SUBJECT: BLYTHE AIRPORT LEASE EXTENSION - VERIZON AIRFONE
GLC: AIR548

BACKGROUND:

Verizon Airfone Inc. has submitted a Lease Extension letter to the City dated October 12, 2006 for their one-half acre site at the Blythe Airport. Staff advised Verizon that the City was in the process of requesting a "Release to Lease" for airport non-aeronautical lands from the FAA. As part of that petition, an MAI appraisal would have to be conducted for the entire airport to determine Fair Market Value Lease/Rental rates and their lease would be adjusted accordingly. As previously considered by Council in tonight's agenda, the MAI for the Blythe Airport shows this site's monthly rental rate at \$247.42. The current Verizon monthly lease rate is \$247.45. That rate will be adjusted next August by the May CPI.

RECOMMENDATION:

Staff recommends Council authorize the lease extension for the Verizon Airfone Lease (GLC: AIR548) at the Blythe Airport for another five year term commencing on July 1, 2007 and ending June 30, 2012.

Concurrence by City Manager:

Oles Nelson

Verizon Airfone Inc.



2809 Butterfield Road
Oak Brook, IL 60522-9000

Phone 630 572-1800

October 12, 2006

City Of Blythe
Airport Division
235 North Broadway
Blythe, CA 92225

RE: Lease Extension
City of Blythe (Landlord), GTE Airfone Inc. (Tenant)
Blythe Airport Area
GLC: AIR548

Dear Sir:

Please be advised that Verizon Airfone Inc., successor-in-interest to GTE Airfone Inc. is exercising its extension right, pursuant to Section 3(c) of that certain Blythe Airport Lease between City of Blythe as Landlord and GTE Airfone Inc. as tenant, dated August 30, 2002 regarding the premises located on property known as the Blythe Airport Area in the Blythe, California. The extension will commence on July 1, 2007 and expire on June 30, 2012.

Pursuant to Section 35, within thirty (30) days of this notice to extend, the Lessor shall supply Lessee with its determination of the fair market base rent. Subsequently Lessee has thirty (30) days to accept or notify Lessor of an appraisal or other valuation indicating a lower base rent.

All other terms and conditions of the Lease remain in full force and effect and are hereby ratified.

Please acknowledge receipt of this letter by signing below and returning one (1) original to Nancy Carmichael, 112 S. Lakeview Canyon Rd., MC: CA501CW, Thousand Oaks, CA, 91362. If you have any questions please do not hesitate to give Nancy a call at (805) 372-6887.

Your attention to this matter is appreciated and I look forward to doing business with you in the future.

Sincerely,
VERIZON AIRFONE INC.
Successor-in-interest to GTE Airfone Inc.
TENANT

By: _____

Title: ASSISTANT SECRETARY

Printed name: LAURA L. TRENT

Date: 10/16/2006

CITY OF BLYTHE
LANDLORD

By: _____

Title: _____

Printed name: _____

Date: _____

DRAFT

May 9, 2007

Verizon Airfone Inc.
Attn: Nancy Carmichael
112 s. Lakeview Canyon Road
MC: CA 501CW,
Thousand Oaks, California 91362

Re: Blythe Airport Lease Agreement for GLC: AIR548

Dear Ms. Carmichael:

The Blythe City Council took an affirmative action at their regularly scheduled meeting of May 8, 2007 to approve the requested five (5) year Lease Extension for the above captioned Verizon site. The new Lease Agreement term will commence July 1, 2007 and terminate on June 30, 2012. All other terms and conditions of the Lease Agreement remain unchanged.

Please add this letter to your project file as it will serve both Verizon and the City of Blythe as the official document extending the identified Lease Agreement. If you have any questions concerning this matter, please call me directly at (760)921-2740.

Sincerely,

DRAFT

Charles Hull

Assistant City Manager

Cc: Finance Department
Steve Foley, Blythe Airport

BLYTHE AIRPORT LEASE

This Sublease Agreement ("Lease") is made this 30th day of August 2002, between the City of Blythe, a California Municipal Corporation ("Lessor"), and GTE AIRFONE INC., A Delaware corporation ("Lessee") with reference to the following facts:

RECITALS:

WHEREAS, on May 20, 1997 Lessor leased ("Master Lease") certain real property from Riverside County ("Landlord"). The property which is the subject of said Master Lease is commonly referred to as the "Blythe Airport Area" and is located in Riverside County and is more particularly described in the Master Lease, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference; and

WHEREAS, Lessee desires to sublease a portion of the Blythe Airport Area ("Premises") from Lessor subject to the terms of the Master Lease;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Description. The premises leased hereby consist of .5 acre, more or less, of unimproved land located within the Blythe Airport, Blythe California, as more particularly described on Exhibit "B", attached hereto and by this reference made a part of this Lease (the "Demised Premises").

2. Use.

(a) The Demised Premises are leased hereby for the purpose of installing, operating and maintaining a telephone ground relay station.

(b) The Demised Premises shall not be used for any other purpose without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.

(c) The Demised Premises shall not to be used as a through fence operation and shall not be used for any aeronautical purposes.

(d) The use of the Demised Premises shall be subject to and in compliance with those provisions of Exhibit "C", which are made a part hereof as though fully set forth herein, by this reference.

3. Term.

(a) The term of this Lease shall be for a period commencing August 1, 2001, and terminating June 30, 2007, subject to the provisions contained in Paragraphs 7(c), 16, 17, 18, 20 herein.

(b) Any holding of this Lease after the expiration of this Lease shall be on a day-to-day basis strictly, and continuing tenancy rights shall not accrue to Lessee.

(c) Subject the provisions of Paragraph 5 (b) of the Lease, Lessee is granted an option to extend the Lease term for an additional five years, commencing on July 1, 2007. In order to exercise the option, Lessee shall give written notice to the Lessor during the 6-month period between July 1, 2006 and December 31, 2006.

4. Basic Rent.

(a) Lessee shall pay to the Lessor the sum of \$200.00 per month as basic rent for the Demised Premises, payable, in advance on the first day of the month.

(b) In the event Lessee fails, or refuses, to make its monthly rental payment in the amount and on the date, as required in Paragraph 4(a) herein, Lessee shall pay to the Lessor an additional amount of \$20.00 as an administrative charge, which charge represents a minimal cost incurred by Lessor by virtue of such failure or refusal.

(c) Upon execution of this Lease by the parties hereto and prior to Lessee taking possession and otherwise using the Demised Premises, Lessee shall pay the sum of \$400 to Lessor, which sum shall be applied to the last two (2) monthly rentals under this Lease; provided, however, that Lessor reserves the right to apply said sum, or any portion thereof, to any other unpaid rentals or to any other outstanding obligations of Lessee which may arise under this Lease, in which event, Lessee, upon written demand from Lessor, shall pay to Lessor forthwith an amount equal to the amount so applied.

5. Basic Rental Adjustment.

(a) During the initial term, the basic monthly rent shall be adjusted every year during the term of this Lease in the following manner:

(1) Divide the consumer price index (CPI-U) for the month of May one year prior to the month of May immediately preceding the July 1 anniversary date when the basic monthly rent is to be adjusted.

(2) Multiply the quotient obtained in Paragraph 5(a)(1) above by the basic monthly rent.

(3) The result of such multiplication obtained in Paragraph 5(a)(2) above shall be the monthly rent for the succeeding year.

The Consumer Price Index referred to herein is the All Urban Consumers (U.S. City Average) published by the U.S. Bureau of Labor Statistics for the month of May. The Consumer Price Index for May 1996 is 156.6. If the Consumer Price Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued.

In no event, however, shall the monthly rent be less than the basic monthly rent set forth in Paragraph 4(a) herein.

(b) As set forth in Paragraph 3(c) above, Lessee shall have one (1) option to extend the Lease Term for a period of five (5) years (the "Extended Term") on the following terms and conditions:

(1) Lessee is not in material default of any of the terms and conditions of this Lease, of which default, Tenant has received notice and the cure period has expired and the default remains uncured;

(2) Except as to rent and duration, the Extended Term shall be on the same terms, covenants and conditions as the initial Lease Term; and

(3) The basic rent for the Extended Term shall be adjusted to reflect the then-current fair market rental rates at the Blythe Municipal Airport, pursuant to the procedure set forth in Paragraph 35 hereof.

6. Improvements by Lessee.

(a) Lessee, at its expense, shall install a trailer mounted telephonic ground relay station along with a utility panel and such other equipment as may be required in order to operate and maintain such station within the Demised Premises.

(b) Such fixtures, and any other installation of fixtures, improvements and alterations to be undertaken by Lessee shall have the prior written approval of Lessor after Lessee has submitted to Lessor proposed plans and specifications therefore to Lessor in writing.

(c) All such fixtures, improvements and alterations shall remain property of Lessee. At or prior to the expiration of this Lease, Lessee shall remove such fixtures, improvements and alterations and restore the Demised Premises to its original shape and condition as nearly as practicable. In the event such fixtures, improvements and/or alterations are not removed, Lessor may, at its election, either (1) remove and store such fixtures, improvements, and/or alterations and restore the premises for the account of the Lessee, and in such event, Lessee shall within thirty (30) days after billing and accounting therefor reimburse Lessor for the costs so incurred, or (2) take and hold such fixtures, improvements and/or alterations as its sole property.

7. Lessor's Reserved Rights.

(a) The Demised Premises are accepted by Lessee subject to any and all existing easements or other encumbrances, and Lessor shall have the right to enter upon the Demised Premises and to install, lay, construct, maintain, repair and operates such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone and telegraph power lines and such other facilities and appurtenances necessary or convenient to use in connection therewith, over, in, upon, through across and along the Demised Premises or any part thereof. Lessor also reserves the right to grant franchises, easements, rights of way and permits in, over and upon, along or across any and all portions of said Demised Premises as Lessor may elect; provided, however, that no right of the Lessor provided for in this paragraph shall be so executed as to interfere unreasonable with Lessee's use hereunder, or impair the security of any secured creditor of Lessee. Lessor shall cause the



surface of the Demised Premises to be restored to its original condition (as they existed prior to any such entry) upon the completion of any construction by Lessor for its agents. In the event such construction renders any portion of the Demised Premises unusable, the rent shall abate pro rata as to such unusable portion during the period of such construction. Any right of the city set forth in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Lessee; provided, however, in the event such right must be exercised by reason of emergency, then Lessor shall give Lessee such notice in writing as is reasonable under the existing circumstances.

(b) Lessor reserves the right to further develop or improve the aircraft operating area of Blythe Airport as it deems appropriate. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Blythe Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Blythe Airport, which in the opinion of Lessor, would limit the usefulness of the Blythe Airport or constitute a hazard to aircraft.

(c) During the time of war or national emergency, Lessor shall have the right to lease the landing area of the Blythe Airport, or any part thereof, to the United States Government for military use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder shall be abated, and the period of such closure shall be added to the term of this Lease, or any extensions thereof, so as to extend and postpone the expiration thereof unless Lessee otherwise elects to terminate this Lease.

(d) Notwithstanding any provisions herein, this Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Blythe Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessor of Federal funds for the development of said airport.

8. Ingress and Egress. Lessee shall be permitted ingress and egress to and from the Demised Premises through established gates and/or over such routes as are designated by Lessor's Aviation Director.

9. Signs. Lessee shall not erect, maintain or display any signs or other forms of advertising upon the Demised Premises without first obtaining the written approval of Lessor, which approval shall not be unreasonably withheld.

10. Maintenance. Lessee shall maintain the Demised Premises and the fixtures, improvements and alterations to be installed thereon in a neat, safe, orderly, operable and attractive condition during the term of this Lease, and Lessee shall provide for the sanitary handling and disposal of all refuse accumulated thereon.

11. Utilities. Lessee shall provide, or cause to be provided, and pay for all utility services that it may require or desire in its use, maintenance and operation of the Demised Premises.

12. Inspection of Premises. Lessor, through its duly authorized agents, shall have, at any time during normal business hours, the right to enter the Demised Premises for the purposes of inspecting, monitoring and evaluation the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

13. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of the Demised Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

14. Compliance with Government Regulations. Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances, and orders now in force or which may be hereafter in force, pertaining to the Demised Premises. The final judgment, decree or order of any Court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances, or orders, in the use of the Demised Premises, shall be conclusive of the fact as between Lessor and Lessee.

15. Discrimination or Segregation.

(a) Lessee shall not discriminate in Lessee's recruiting, hiring, promotion, demotion or termination practice on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to its use of the Demised Premises hereunder, and Lessee shall comply with the provisions of the California Fair Employment Practices Act (Labor Code Section 1410 et seq.), The Federal Civil Rights Act of 1964 (P.L. 88-252), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Demised Premises.

(b) Lessee shall not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status, in the occupancy, use, tenure or enjoyment of the Demised Premises, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy or any persons with the Demised Premises.

(c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR, Part 21, with respect to its use of the Demised Premises. Lessee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the Demised Premises. Lessee further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractor and independent contractors as required by 49 CFR, Part 21 to the same effect with respect to their use of the Demised Premises.



16. Termination by Lessor. Lessor shall have the right to terminate this Lease:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as a debtor.

(b) In the event that Lessee makes a general assignment, or Lessee interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the abandonment of the Demised Premises by Lessee.

(d) In the event Lessee fails to perform, keep or observe any of Lessee's duties or obligations hereunder except its rental obligation; provided, however, that Lessee shall have thirty (30) days in which to correct Lessee's breach or default after written notice thereof has been served on Lessee by Lessor.

(e) In the event Lessee fails, or refuses, to meet its obligations, or any of them, hereunder or as otherwise provided by law.

(f) Subject to giving thirty (30) days written notice thereof to Lessee.

17. Termination by Lessee: Lessee shall have the right to terminate this Lease:

(a) In the event Lessor fails to perform, keep or observe any of its duties or obligations hereunder; provided, however that Lessor shall have thirty (30) days in which to correct its breach or default after written notice thereof has been serviced on it by Lessee; provided, further, however, that in such breach or default is not corrected, Lessee may elect to terminate this Lease in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to Lessor.

(b) Subject to giving thirty (30) days written notice thereof to Lessor.

18. Eminent Domain. If any portion of the Demised Premises shall be taken by eminent domain and a portion thereof remains which is usable by Lessee for the purposes set forth in Paragraph 2 herein, this Lease shall, as to the part taken, terminate as of the date title shall vest in the condemnor, or the date of prejudgment, whichever is earlier, and the rent payable hereunder shall abate pro rata as to the part taken; provided, however, in such event Lessor reserves the right to terminate this Lease as of the date when title to the part taken vest in the condemnor or as of such date of prejudgment possession. If all of the Demised Premises are taken by eminent domain, or such part be taken so that the Demised Premises are rendered unusable for the purposes set forth in Paragraph 2 herein, this Lease shall terminate. If part or all of the Demised Premises be so taken, all compensation awarded upon such thereto, and Lessee hereby assigns to Lessor any right to compensation or damages, or both, to which Lessee may be entitled by reason of such taking.

19. Continuation of Lease After Abandonment. Even though Lessee has abandoned the Demised Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights remedies under this Lease, including, but not limited to, the right to recover rent as it becomes due hereunder.

For the purposes of this Paragraph 19, acts of maintenance or preservation or efforts by Lessor to relet the premises, or the appointment of a receiver or initiative or Lessor to protect its interest under this Lease do not constitute a termination of Lessee's right to possession.

20. Insurance. Lessee shall during the term of this Lease:

(a) Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Procure and maintain comprehensive general liability insurance coverage that shall protect Lessee from the claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the Demised Premises or the performance of its obligations hereunder, whether such use or performance by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name Lessor as an additional insured with respect to this Lease and the obligations of Lessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.

(c) Cause its insurance carriers to furnish Lessor by direct mail with Certificate(s) of Insurance showing that such insurance is in full force and effect, and that Lessor is named as an additional insured with respect to this Lease and the obligations of Lessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that ninety (90) days written notice shall be given to Lessor prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this Lease shall terminate forthwith, unless Lessor receives prior to such effective date another certificate from an insurance carrier of Lessee's choice that the insurance required herein is in full force and effect. Lessee shall not take possession or otherwise use the Demised Premises until Lessor has been furnished certificates of insurance as otherwise required in this Paragraph 20.

21. Hold Harmless.

(a) Lessee represents that it has inspected the Demised Premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. Lessor shall not be liable to Lessee, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on upon or within the Demised Premises; provided, however, that such dangerous conditions are not caused by the negligence of Lessor, its officers, agents or employees.

(b) Lessee shall indemnify and hold Lessor, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors, for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in anyway connected with or arising from its use and responsibilities in connection therewith of the Demised Premises or the condition thereof, and Lessee shall defend, at its expense,

including attorney fees, Lessor, its officers, agents employees and independent contractors in any legal action based upon such alleged acts or omissions.

(c) The specified insurance limits required in Paragraph 20 herein shall in no way limit or circumscribe Lessee's obligations to indemnify and hold Lessor harmless as set forth in Paragraph 21 herein.

22. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of Lessor being first obtained, which consent shall not be unreasonably withheld. In the event of any such transfer, as provided in this paragraph 22, Lessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Lease. Notwithstanding anything to the contrary contained in this Lease, Lessee shall have the right, without first obtaining the consent of Lessor, to assign this Lease or sublease the Demised Premises or otherwise share or transfer use or occupancy of the Demised Premises to (a) any entity resulting from a merger or consolidation of Lessee with any organization; (b) any entity purchasing substantially all of the stock or assets of Lessee; (c) any entity succeeding to the business and assets of Lessee; and (d) any entity which controls, or is controlled by, is under common control with Lessee (and such affiliates shall have the same rights as Lessee under this Paragraph). No change of stock ownership or control of Lessee shall constitute an assignment hereunder.

23. Free from Liens. Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Demised Premises, and which may be secured by a mechanics', materialmen's or other lien against the Demised Premises or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

24. Employees and Agents of Lessee. It is understood and agreed that all persons hired or engaged by Lessee shall be considered to employees or agents of Lessee and not of Lessor.

25. Binding on Successors. Lessee, its assigns and successors in interest, shall be bound by all terms and conditions contained in this Lease, and all of the parties hereto shall be jointly and severally liable hereunder.

26. Waiver of Performance. No waiver by Lessor at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms of conditions contained herein or of the strict and timely performance of such terms and conditions.

27. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision thereof.

28. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a Court of competent jurisdiction in the County Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other County.

29. Attorney's Fees. In the event of any litigation or arbitration between Lessee and Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

30. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties set forth below:

CITY

City of Blythe
Airport Division
235 North Broadway
Blythe, CA 92225

LESSEE

Verizon Airfone Inc.
c/o The Staebach Company
750 Canyon Drive, SUITE 104
Coppell, TX 75019

or to such other addresses as from time to time shall be designated the respective parties.

31. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied of such interest.

32. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provision or language of this Lease.

33. Lessor's Representative. Lessor hereby appoints the Assistant City Manager as its authorized representative to administer this Lease.

34. Entire Lease. This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

35. Extended Term Rent. The rent for the Extended Term to be paid by Lessee shall be based solely upon the land value only and not any improvements built or placed by Lessee upon the Demised Premises. Said rent shall be determined by as follows:

a. Within thirty (30) days of the exercise of Lessee's option to extend the Lease Term, Lessor shall supply Lessee with its determination of the fair market base rent, valuing the Demised Premises as of the date of July 1, 2007 and taking into account land values and rents paid by other tenants at the Blythe Municipal Airport as well as all other commercially reasonable and relevant valuation criteria.

b. At any time within thirty (30) days thereafter Lessee may accept such rent or in the alternative notify Lessor that it has secured an appraisal or other valuation indicating a lower base rent and provide to Lessor a copy and all relevant documents relating to such determination.

c. Within ten (10) days after Lessor has been provided the Lessee's appraisal documents, Lessor may elect to accept same or to reject same and, in the event Lessor rejects same, Lessee shall have 10 days after Lessor rejects same to either (1) notify Lessor that Lessee is requesting the parties arbitrate the disputed rental amount in accordance with the American Arbitration Association rules and procedures; (2) go forward with the option in accordance with Lessor's determination of fair market rent; or (3) terminate this Lease which such termination shall be effective on June, 31, 2007.

Dated: 8/29/02

ATTEST:
Virginia Rivera

City Clerk

By: Virginia Rivera
Deputy City Clerk
(SEAL)

CITY OF BLYTHE

By Robert A. Gran
Mayor

(LESSEE)

APPROVED AS TO FORM

TROY & GOULD

By: [Signature]
Date: 9/13/02

By Michael J. Baumann
Title: Director-Real Estate Portfolio Management

EXHIBIT "B"
MAP OF LEASED AREA

EXHIBIT "C"

LEASE PROVISIONS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

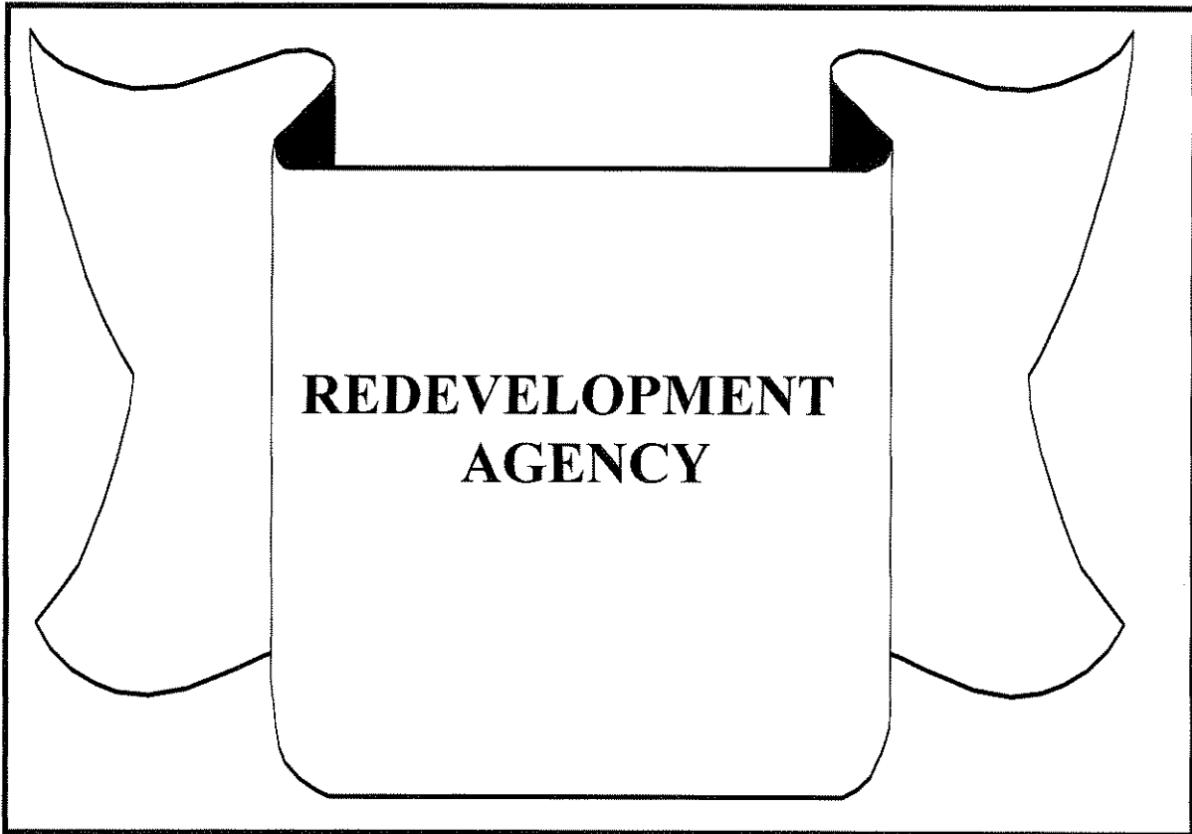
1. Lessee(s) hereby covenant(s) and agree(s) that in the event facilities are constructed, maintained or otherwise operated on the Demised Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
2. Lessee(s) agree(s) that (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination (c) that Lessee(s) shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
3. That in the event of the breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and to reenter and repossess the Demised Premises, and hold the same as if this Lease had never been entered into. This provision does not become effective until the procedures contained in 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Lessee(s) shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however that Lessee(s) may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
5. Non-compliance with Paragraph 4 above shall constitute a material breach thereof, and, in the event of such non-compliance, Lessor shall have the right to terminate this Lease without liability therefor, or at the election of Lessor or The United States of America either, or both, said governments shall have the right to enforce the provisions contained in Paragraph 4.
6. Lessee(s) agree(s) that it shall insert Paragraph 1 through 5, inclusive, above in any subleases or agreement by which Lessee(s) grant(s) a right of privilege to any person,

firm or corporation to render accommodations and/or services to the public with the Demised Premises.

7. Lessee(s) assure(s) that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee(s) assure(s) that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee(s) assure(s) that it will require suborganizations to provide assurances to Lessee that they similarly will undertake affirmation action programs and they will require assurances from their subcontractors, independent contractors and suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.
8. Lessor reserve(s) the right to further develop or improve the landing area of the Blythe Airport, as it deems appropriate, regardless of the desires or views of Lessee(s) and without hindrance or interference from Lessee(s).
9. Lessor reserves the right, but shall not be obligated to Lessee(s) to maintain and keep in repair the landing area of the Blythe Airport and all publicly-owned facilities of said airport, together with the right to direct and control all activities of Lessee(s) in that connection.
10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the County of Riverside and/or the United States of America, relative to the development, operation or maintenance of the Blythe Airport.
11. There is hereby reserved to Lessor for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation of flight through said airspace or landing at, taking off from or operation with the Blythe Airport.
12. Lessee(s) agree(s) to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Demised Premises or in the event of any modification or alteration of any existing or future building or structure situated with the Demised Premises.
13. Lessee(s) agree(s) that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree or vegetation, within the Demised Premises above the main sea level of 410 feet. In the event the aforesaid covenant is breached, Lessor reserves the right to enter the Demised Premises and to remove the offending structure, object, tree or vegetation, all of which shall be at Lessee(s)' expense.
14. Lessee(s) agree(s) that it will not make use of the Demised Premises in any manner which might interfere with the landing and taking off of aircraft from the Blythe Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Lessor

reserves the right to enter upon the eased premises and cause the abatement of such interference of, all of which shall be at Lessee(s)' expense.

15. It is understood and agreed by the parties hereto that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
16. This Lease and all the provisions therein shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Blythe Airport of the exclusive or non-exclusive use of said airport by the United States of America during the time of war or national emergency.



**REDEVELOPMENT
AGENCY**

City Council

Blythe Redevelopment Agency

TO: Mayor and City Council
RDA Board of Directors

DATE: May 8, 2007

SUBJECT: Request for Authorization to Award Professional Service Contract for Preparation of the Quechan Marina Master Plan

Background: On January 22, 2007, a Request for Qualifications was released by the City of Blythe for preparation of a Master Plan for Quechan Marina. Prior to the due date, staff received proposals from four qualified/responsive firms: Project Design Consultants; USR; Harvey Meyerhoff Consulting Group (HMCg); and, Hogle-Ireland, Inc..

On March 13, 2007 the City Council authorize staff to negotiate with USR and Harvey Meyerhoff Consulting Group (HMCg) in an effort to reduce the overall project cost through "value engineering" and possible staff level assistance/participation.

Over the last several weeks, staff has been working with each of the firms to: 1) bring the overall project costs more in line with the available budget; 2) more narrowly define the project scope; and 3) identify available areas for cost reduction through staff participation.

Subsequent to discussions, staff requested each firm to submit a revised project scope and cost estimate; excluding the originally requested environmental document. The consultants initial and revised cost estimates are presented below:

Firm	Initial Cost Estimate Master Plan Only ¹	Revised Cost Estimate Master Plan Only
USR	\$169,250	\$111,932 ²
HMCg	\$145,000	\$59,000 ³

¹ Both estimates exclude reimbursables

² Includes \$9,000 reimbursables

³ Total project cost

Staff Recommendation: It is recommended that the City Council authorize the Mayor to execute a professional services contract with Harvey Meyerhoff Consulting Group for preparation of the Quechan Park Master Plan in an amount not to exceed \$59,000.

Respectfully Submitted:


Charles "Butch" Hull
Assistant City Manager

Concurrence:


Les Nelson
City Manager/Executive Director

Attachments: URS Revised Fee Proposal
HMCg Revised Fee Proposal



March 5, 2007

Ms. Virginia Rivera
City Clerk
City of Blythe
235 N Broadway
Blythe, CA 92225

**RE: Fee Proposal for the City of Blythe
Quechan Marina Master Plan**

REVISED: 4-16-07

Dear Ms. Rivera,

As per my discussions of last week with Mr. Charles Hall and Ms. Jennifer Wellman, I am submitting a revised fee proposal for the above referenced project. In addition, I am including a fee breakdown that identifies all proposed services as per the original fee and the new revised fee.

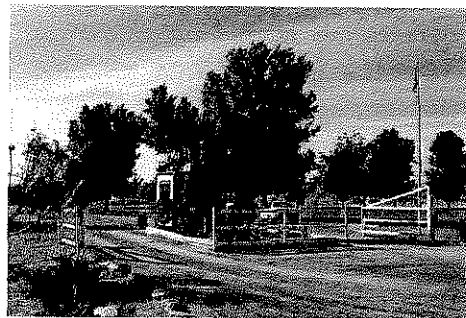
Our Team is very excited at the opportunity to partner with the City of Blythe on this interesting project, the Quechan Marina Master Plan!

Based on our understanding of the scope of work and the disciplines required to complete the Master Plan, we have developed the Fee Proposal included in this letter. As requested, we have included the fee for two tasks: 1. Master Planning Services; 2. Environmental Planning Services.

TASK 1. MASTER PLANNING SERVICES

The following is a summary of the disciplines and services included in our scope of work:

- **Project Management.** Single point of contact to coordinate all communications with Client and between all disciplines, and with all Agencies; set and follow up on cost, schedule and quality controls.
- **Landscape.** Complete data collection and site inventory analysis. Charrette to define Goals and Objectives. Development of Master Plan Concepts and presentation to Client and other Agencies. Participation in Public Workshop. Incorporate Design Review Stipulations. Final City Council approval.
- **Architecture.** Inventory of existing structures, code and ADA conditions. Complete Conceptual Design Guidelines for Master Plan. Coordinate with all other disciplines. Community coordination.
- **Civil Engineering.** Project organization and scheduling. Site Inventory and Base Data Collection. Community Involvement. Schematic Master Plan Alternatives.





- **Marina Design.** Field verification of documents provided by the City. Prepare documentation to participate in sessions/charrettes with City and Community. Coordination with all Agencies. Prepare marina improvements master plan, including ADA upgrades.
- **Cost Estimate.** Production of a single master plan statement of probable costs.
- **Traffic Study.** Site Circulation and Parking analysis.
- **Community Outreach.** Meeting with City Staff and affected Agencies to develop Goals of the Public Participation Program and timeline. Preparation of public presentations. Conduct site visit with City Staff and members of the public. **A total of 3 visits/meetings are included.**

Task 1. Professional Fee

We propose a not-to-exceed fee of \$ 102,932 for the above referenced task, and the estimate for reimbursable expenses will range between \$ 9,000 and \$ 11,000.

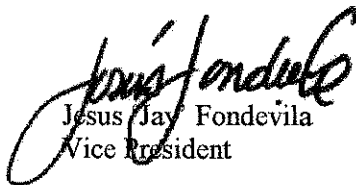
- Notes:
1. We have not included Market Analysis services, because we understand the City has commissioned one before and will be available for review.
 2. City to provide all existing drawings of site and water improvements, topographic and hydrographic survey of the land and water space for our use in determining dock placement and potential dredging requirements.
 3. At this stage of development, it is not anticipated that marine biology or geotechnical effort will be required.

Task 2. Environmental Planning Services. (This task will be completed by City of Blythe)

Thank you for the opportunity to provide you our fee proposal. If you have any questions, please do not hesitate to contact me, my direct line is 213.996.2201 or you can call my mobile at 818.481.9829.

Very truly yours,

URS



Jesus Jay Fondevila
Vice President

Blythe Master Plan

	Original Proposed Fee		Updated Fee 4-16-07	
	Fee	Expenses	Fee	Expenses
Cost Estimate	\$ 4,000	\$ -	\$ 4,000	\$ -
Landscape and Project Mngmt	\$ 48,000	\$ 2,500	\$ 42,340	\$ 2,500
Marina	\$ 18,250	\$ 2,000	\$ 16,050	\$ 1,750
Civil	\$ 41,500	\$ 5,000	\$ 28,092	\$ 3,500
Structural	\$ 2,000		\$ -	\$ -
MEP	\$ 3,000		\$ -	\$ -
Geotechnical	\$ 2,000		\$ -	\$ -
Community Outreach	\$ 16,500	\$ 2,000	\$ -	\$ -
Graphics Presentations and Adm.	\$ 15,000	\$ 1,000	\$ 9,000	\$ 750
Traffic Study	\$ 19,000	\$ 1,500	\$ 3,450	\$ 500
Totals	\$ 169,250	\$ 14,000	\$ 102,932	\$ 9,000
Environmental Planning	\$ 30,500	\$ 2,000	\$ -	\$ -
Grand totals	\$ 199,750	\$ 16,000	\$ 102,932	\$ 9,000

To be done by City of Blythe



HMCG
Sacramento & San Diego

April 30, 2007

Mr. Charles Hull
Assistant City Manager
Ms. Jennifer Wellman, AICP
Planning Director
City of Blythe
235 North Broadway
Blythe, California 92225

Re: Proposal to Assist the City in Preparation of a Master Plan for Quechan Marina

Dear Mr. Hull and Ms. Wellman:

We are pleased to submit this revised proposal to assist the City in preparation of a Master Plan for the Quechan Marina. The Harvey-Meyerhoff Consulting Group (HMCG) is an environmental consulting firm specializing in environmental planning, impact assessment, and public participation processes. Our team includes The Holt Group (THG), a local engineering and planning firm, for mapping, graphics, and engineering design.

Based upon our discussions with you on March 28 and April 26, our approach has been substantially revised to reflect the City's budget goals for this effort, and to provide a plan that is sufficient to meet requirements of the City's agreement with the County.

Proposed Approach

Quechan Marina lies on the Colorado River at California's border with Arizona, and is a vital component of the Interstate 10 gateway to California and the City of Blythe. The Marina is also a vital access point for recreational users on the Colorado River, and is a significant community and regional amenity. We understand that the City's goals in preparation of a long-term comprehensive Master Plan for Quechan Park are to accommodate a variety of local uses and regionally attractive venues, including for example a recreational vehicle park, entertainment events such as concerts music festivals and outdoor theater, a water park, restaurants, and related commercial facilities supporting these and river recreational uses.

Harvey-Meyerhoff Consulting Group
Sacramento Office: 1861 Coarse Gold Place, Gold River, California 95670
San Diego Office: 2810 Cazadero Drive, Carlsbad, California 92009

The Master Plan also needs to recognize and compliment the City's General Plan 2025 and Colorado River Corridor Plan, and conform to regulatory requirements of multiple federal, State and local agencies with jurisdiction over the river, shoreline, and interior Marina lands. Our approach to development of the Master Plan includes a multi-step process presented in outline form below to succinctly show all steps and elements. Deliverables are noted in italics.

Step 1: Document Baseline Conditions

A summary inventory of existing facilities, land uses, and applicable regulatory jurisdiction will be compiled in a *briefing report* to be used in the Staff Workshops (Step 3), including:

- Physical Setting
- Existing Facilities and Features
- CRCP and General Plan 2025 Land Use Designations and Policies
- Regulatory and Interested Agencies
- Recreational Uses, Users, and Use Patterns (Land/Water; Seasonal; Day/Evening)
- Supporting Infrastructure

Step 2: Aerial Photography and Mapping of Site Boundaries and Topography

The Holt Group will obtain new aerial photography with surveyed ground controls for the entire Quechan Marina property, and will develop detailed *site mapping* as a foundation for concept planning, layout, and design.

Step 3: Staff Workshop

In consultation with the Planning Director and the City Parks and Recreation Committee, goals and values will be identified. Subsequently, a wide range of potential facilities that may be included in the Master Plan will be considered and prioritized. This should be accomplished in two to three *staff workshops (estimated up to 4-hours each)*, with advance coordination with the Planning Director. Facilities to be considered may include (but are not limited to):

- a. Additional facilities – bathroom, trash enclosures, etc.
- b. Defined parking areas
- c. All weather surfaces for internal roads
- d. Recreational Center/Clubhouse
- e. Additional shade structures
- f. Additional landscaping
- g. Additional and improved BBQ areas
- h. Restaurant, bar, gazebo, overlook pavilion, or amphitheater in park or on point adjacent to the I-10 overlooking the marina

- i. Sculptures/artwork (similar to those already erected in Blythe)
- j. Garden areas
- k. Improvement to the beach area
- l. Landscaping of the waterfall area
- m. Boat docks
- n. Area for a dog park

Step 4: Develop Draft Concept Master Plan

The Draft Master Plan will be comprised of an *aerial photo-based map* showing the layout and composition of facilities that will be included in ultimate build-out of the Quechan Marina park, and a *proposed schedule / phasing plan* for development of major elements.

- Concept Plan and General Layout
- Improvement Cost Estimates
- Improvement Implementation Schedule
- Two to three public meetings for presentation and review

Step 5: Develop Final Master Plan

- Revise Draft Master Plan (*aerial photo-based map and proposed schedule / phasing plan*) to reflect comments and revisions recommended at the public meeting
- One public meeting for presentation and adoption

Subsequent Steps in Advance of Plan Implementation (*not included in this scope of work*):

Engineering Plans and Landscaping Drawings

Environmental Review and Permitting

- CEQA and possibly NEPA
- Regulatory Permits

Grant Writing and Funding Applications

Budget

We understand that the City's total budget for this effort is \$59,000, and as agreed in our March 28 meeting, we have designed this scope of work to fit the City's needs.

Anticipated Schedule

A tentative schedule is presented in the table below. In an initial kick-off meeting we will work with the City to define a formal schedule.

Master Plan Development	Expected Timing
Step 1: Inventory Report	2 – 3 weeks
Step 2: Aerial Photography and Mapping	2 – 3 weeks
Step 3: Staff Workshop	1 week
Step 4: Develop Draft Concept Master Plan	2 – 3 weeks
Step 5: Develop Final Master Plan	1 – 2 weeks

Conclusion

We are eager to support the City in this important and exciting planning effort, and we are committed to attainment of the City's goals and objectives for the Quechan Marina. Our team offers a unique combination of skills, experience, local presence, long term familiarity with the community, and established professional working relationships with City staff and pertinent regulatory agencies.

Thank you for this opportunity to provide a revised proposal, and to serve the City of Blythe again. Please don't hesitate to call me if you have any questions or need additional information.

Best regards,

Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

TO: RDA Board of Directors
FROM: Executive Director
SUBJECT: Request for Storefront Improvement Funds
DATE: May 8, 2007

BACKGROUND

Attached is a request from Suzanne Gautschi requesting RDA assistance to help defray her \$3,233 in storefront improvements made at her business (SueSite's Global Communications) at 200 W. Hobsonway. The work is done – Ms. Gautschi said the building was aesthetically in very bad shape and her first priority was getting moved-in and business ready, and that waiting to do the work while her grant was processed was not a viable option.

Staff empathizes with Ms. Gautschi as a small business owner and her need to have the doors open ready for customers. Further, her expenditure was for work normally eligible under the RDA's Storefront Improvement Program. Unfortunately, the program guidelines are very specific:

"No cost of work incurred before the Storefront Improvement Rebate grant has been approved by the Blythe Redevelopment Agency is eligible for reimbursement under this grant program."

With an eye on the issue of precedent, staff believes the Agency should not reimburse for any portion of costs incurred outside the guidelines of the grant program. However, if Ms. Gautschi does opt to pursue new signage for her business (estimated cost \$2,500) staff would support RDA participation on a reimbursement basis for up to 50% of eligible invoiced cost.

RECOMMENDATIONS

1. It is recommended that the RDA Board of Directors deny financial participation or reimbursement for any portion of the storefront improvement cost of \$3,233 as the expenditures are outside the guidelines of the RDA Storefront Improvement Rebate Program.
2. It is recommended that the RDA Board of Directors support RDA participation for new signage (estimated cost \$2,500) at a level of 50% of eligible invoiced cost, subject to normal Terms and Conditions of the Blythe RDA Storefront Improvement Rebate Program.

Respectfully submitted,



Les Nelson
Executive Director

Attachment

RECEIVED 4-25-07

SueSite's Global Communications

200 W Hobson Way

Blythe CA 92225

760.921.9156 or 760.922.4421 fax 760.922.0971

May 24 2007

Regarding Redevelopment funding
Downtown Business Center, Blythe Ca 92225

Address: 200 W Hobsonway, Blythe ca 92225

Dear Les Nelson, Blythe City Manager

This is a follow up of the previous Letter send on March 9 2007,
All work on out side building is repaired and paid for in full.

I have enclosed pictures of current and past images with all copies of
invoices paid in full.

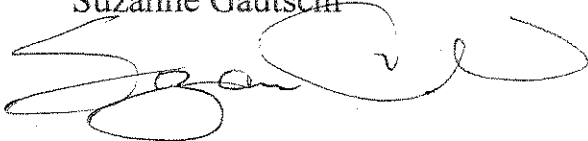
Cost for repair to store front \$3,232.75

The Building has been cleaned plaster patched, and painted.

As you can see in the images we have removed and disposed of all signage,
there is Memorial of Desert Storm Veterans on east side of building that is in
great need of repair. Also Signage for my business is going to be about
\$2,500.00.

Thank You
SueSite's Global Communications
200 W Hobsonway
Blythe ca 92225
760.921.9156

Suzanne Gautschi



TO: RDA Board of Directors

FROM: Executive Director

SUBJECT: Request for Storefront Improvement Rebate Funds
320 S. Lovekin – Back Diamond Enterprises

DATE: May 8, 2007

BACKGROUND

The Towne's Square Café at 320 S. Lovekin is closed, and local business owners are looking to get into the building for renovations and repairs relative to reopening as Mama Myrtle's Restaurant.


Their application for grant assistance under the RDA Storefront Improvement Rebate Program includes contractor bids for signage, plumbing-related work, HVAC and parking lot improvements for approximately \$277,750.

For the applicants time is of the essence. They want to start their renovations immediately, and are seeking up to \$20,000 in rebates under the RDA Storefront Improvement Rebate Program.

RECOMMENDATION

It is recommended that the RDA Board of Directors approve an application for Storefront Improvement Rebate Funds from Black Diamond Enterprises, and further that the applicant is authorized to commence work on the building at 320 S. Lovekin. The maximum RDA Storefront Improvement Rebate contribution will be \$20,000, or 50% of eligible improvement costs, whichever is less, and this reimbursement grant award is subject to all Terms and Conditions of the grant program.

Respectfully submitted,



Les Nelson
Executive Director

Blythe

**RDA
STOREFRONT
IMPROVEMENT
REBATE
PROGRAM
APPLICATION**

1. Applicant Name: Jeffrey Black
2. Mailing Address: 12680 Florence Blvd
3. Store Address: 320 S Louekin
4. Telephone Applicant can be reached at during the day: 760-922-6962
5. Best time to contact Applicant: after 1pm
6. Store Name: Down square cafe / mama myrtille Business Type: Restaurant
Owner Name(s): same Phone: _____
(If different from applicant)
8. Description of Proposed Improvements:
 1. New Roof + Ceiling
 2. All new freezer (walk-ins) Interior + Refer.
 3. new plumbing throughout - not only replacing piping but concrete walls etc. to remedy the problem.
 4. Upgrading Kitchen Area

Preliminary drawings and/or other pertinent information (e.g. photographs of 2 views of the project) should be included with the application. No recommendation will be made to the Redevelopment Agency Board of Directors until there is a clear understanding of the improvements for which assistance is being requested. Incomplete applications will not be processed. All applications for RDA assistant must include a satisfactory business plan. Project in the downtown area must also comply with the City of Blythe Downtown Design Guidelines.

9. Estimated total cost of project: \$ _____
A minimum of two (2) competitive bids must be requested from licensed contractors and submitted with the application for financial assistance under the Storefront Improvement Rebate Program, although under certain circumstances the Agency may award assistance with only one bid from a licensed contractor. Applicants who qualify will be reimbursed by the Agency for a portion of the total costs according to the RDA Assistance Schedule, Part II on page 2 following completion of the work
10. Two different angle photographs of the existing building are required with the application.

DECLARATION

As the applicant, I Jeffrey A Black have thoroughly read the guidelines for the
(Print name)

Storefront Improvement Rebate Program and agree to carry out the work in accordance with these guidelines. Further I agree to comply with design guidelines and the specific design recommendations of the Project Review Committee/Agency staff. Any changes in the approved plans or specifications must be presented to the Agency for approval before the work is begun. Work must be completed within 12 months of the Agency approval to qualify for the rebate. Projects not completed within the 12 months shall lose their funding eligibility, unless an extension request in writing, is approved by the Redevelopment Agency Board of Directors.

In addition, I agree to provide two photographs of the existing building with my application, and two photographs after the work is completed.

I understand that the Storefront Improvement Rebate Program works on a reimbursement basis and that I must submit detailed cost documentation, including canceled checks, paid invoices, copies of Building Permits, all contractor's waivers of lien, and two photographs of the completed storefront.

I understand that I cannot begin work on the improvements until my application has been approved by the Redevelopment Agency Board of Directors and copies of all necessary permits (e.g., building, sign, awning, etc.) have been approved by the City of Blythe. I realize that the cost of work performed prior to Agency approval will not be reimbursed. Also, I understand my application will not be considered unless my contractor bids are signed and dated by the contractor, and include his/her State license number.

I understand that Storefront Rebate assistance will not be provided twice to the same site, business, location, etc. within a seven (7) year period.

I understand I may be required to demonstrate financial capability to complete the work in a timely manner (e.g. business or personal financial statements).

I understand the Redevelopment Agency Board of Directors is the final authority for all matters concerning the Storefront Improvement Rebate Program and their decision is final.

I understand my application for RDA assistance will not be considered without an attached satisfactory business plan.

Finally, I fully understand the information contained in my application is accurate and complete to the best of my ability under penalty of perjury.

Signature: _____

Jeff A. Block

Date: 4-30-07

For additional information, or submittal of the completed application:

Blythe Redevelopment Agency
235 N. Broadway
Blythe, CA 92225
Attn: RDA Executive Director
(760) 922-6161

SAMPLE BUSINESS PLAN OUTLINE

Elements of a Business Plan

1. ☒ Cover sheet
2. Statement of purpose
3. Table of contents

I. The Business

- A. Description of business
- B. Marketing
- C. Competition
- D. Operation procedure
- E. Personnel
- F. Business insurance

II. Financial Data

- A. Start-up budget
- B. Operating budget
- C. Capital equipment and supply list
- D. Balance sheet/breakeven analysis
- E. Pro-forma income projections - One year detail
- F. Pro-forma cash flow

This model is only a guide for developing your business plan. Other models may be acceptable and additional information on business plans can found through the Small Business Agency (SBA) on the World Wide Web at <http://www.sba.gov>, or possibly through the Palo Verde College Small Business Economic Development Center at 145 North Spring Street in the City of Blythe.

Since 1946

PENN
NEON SIGN CO., INC.

DESIGNERS & MANUFACTURERS OF QUALITY SIGNS

PROPOSAL & CONTRACT

Proposal Date: 4/28/07
Proposal No.: 2525
Account No.: 1710

707 West 8th Street Yuma, Arizona 85364 • (928) 782-2501 • Fax: (928) 343-4076 • E-Mail: sales@pennsigns.com

SUBMITTED TO: MAMA MYRTLE'S DOWN HOME COOKINI JOB NAME: DESIGN A - RE-FACE EXISTING HIGH RISE
CONTACT: SHARI & JEFF BLACK PYLON SIGN
ADDRESS: 320 S. LOVKIN JOB LOCATION: 320 S. LOVKIN
BLYTHE, CA BLYTHE, CA

PHONE / EXT: (760) 922-6962
CELL NO.: (760) 668-5680
FAX NO: (760) 922-9610
E-MAIL: SHARISZOO@MSN.COM
SITE CONTACT: SHARI & JEFF BLACK

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Product Code	Price @	Total:
Permits	\$ 0.00	\$0.00
Description: Permit charge at cost		

Product Code	Price @	Total:
Custom Project	\$ 18,850.00	\$18,850.00
Description:		

DESIGN A:
RE-FACE EXISTING DOUBLE FACE ILLUMINATED HIGH RISE PYLON SIGN AT 80' OVERALL HEIGHT.

FACES: TWO (2) NEW 289 SQ. FT. (5 YEAR) FLEX FACES WITH TRANSLUCENT VINYL GRAPHIC OVERLAYS, AS PER DRAWING A. (THIS PRICE MAY CHANGE DEPENDING ON THE GRAPHICS APPROVED BY CUSTOMER) PRICE \$6200.00

INSTALL FACES:

(DUE TO THE SIZE AND HEIGHT OF THIS SIGN WE FEEL THAT THE ONLY SAFE WAY TO RE-FACE THIS SIGN IS TO TAKE THE SIGN DOWN, RE-FACE AND RE-INSTALL.

REMOVE EXISTING SIGN FROM POLE STRUCTURE, REQUIRES TWO CRANES WITH FOUR MEN, SET ON GROUND, REMOVE AND DISPOSE OF EXISTING SIGN FACES, INSTALL NEW FACES AND GRAPHICS, RE-INSTALL SIGN BACK ONTO POLE STRUCTURE. PRICE \$9250.00

OPTION 1:

RE-PAINT SIGN CABINET AT TIME OF FACE CHANGE. PRICE \$200.00

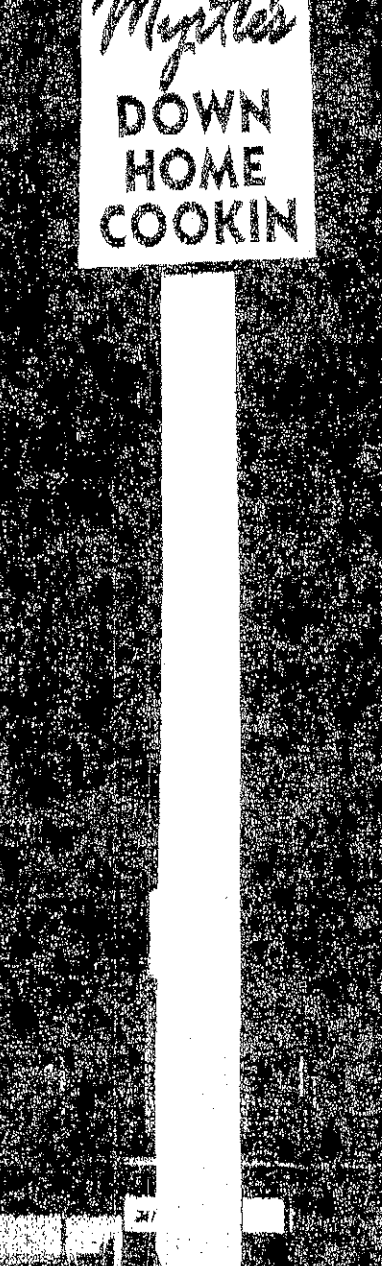
OPTION 2:

RE-PAINT POLE COVER AT TIME OF FACE CHANGE. PRICE \$500.00

OPTION 3:

RE-LAMP SIGN AT TIME OF FACE CHANGE. (ANY SERVICE TO SIGN WOULD BE AN EXTRA CHARGE). PRICE \$700.00

* EXISTING SIGN VALUE: A NEW SIGN OF THIS SIZE AND HEIGHT IN TODAY'S MARKET WOULD BE WORTH APPROXIMATELY \$120,000.00



Mama Myrtle's
DOWN HOME COOKIN

OVERALL HEIGHT
80'

94

Proposal

Page No.

/ of /

Pages

C B Plumbing

Contractor License Numbers

C: 7753, C36, C42 / A: ROC176598 K-37 DUAL

345 North Main Street - Blythe, California 92225

Phone 760-922-6550 - Fax 760-922-0281

PROPOSAL SUBMITTED TO <i>Jeff Black</i>		PHONE <i>922-6962</i>	DATE <i>02/27/07</i>
STREET <i>12860 Florence Blvd.</i>		JOB NAME <i>Townes Square Cafe</i>	
CITY, STATE, AND ZIP CODE <i>Blythe, CA 92225</i>		JOB LOCATION <i>320 S. Lovekin</i>	
CONTACT	FAX <i>922-9610</i>	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Replace waste and vent system for women's restroom: one elongated handicap toilet, two lavsinks, one floor drain, men's restroom: one elongated toilet, one urinal, one floor drain, kitchen and cook area: six floor sinks, and four floor drains.
- 2) Replace one 100 gallon water heater

Note: Demo of existing restrooms, concrete floors, walls by others.
Replacement of floors and walls by others.

\$30,000.⁰⁰ - \$40,000.⁰⁰

This is a rough estimate only, a firm estimate can be given when specific plans are made available.

We Proposer hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

see above

dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature

Note: This proposal may be

withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

JOHNSON REFRIGERATION, INC.

Vincent Heflin • Owner

255 North Main Street

Blythe, CA 92225

PH: (760) 922-5124 • FAX: (760) 922-9851



Lic. #533106

WORK ORDER NO. 070226-006	INVOICE NO. 070226-006
PHONE (760) 922-3433	DATE OF ORDER 2/26/2007
ORDER TAKEN BY Vince	MISCELLANEOUS

Page 1 of 1

004514

Jeff-Ray Enterprises

4710 Wells Rd

Blythe, CA 92225

JOB LOCATION Townes Square Cafe 320 S. Lovekin Blvd. Blythe, CA 92225	JOB PHONE (760) 668-5680	STARTING DATE 2/26/2007
--	-----------------------------	----------------------------

QTY	MATERIAL	UNIT PRICE	AMOUNT	DESCRIPTION OF WORK
1	Quote for a/c units	45400.00	45400.00	Quote to replace four air conditioning systems, two walk-ins, two exhaust fans, and make-up air cooler. Furnish necessary labor and material for installation.
1	Quote for walk-ins	35000.00	35000.00	
1	Quote for exhaust fans	6000.00	6000.00	
				OTHER CHARGES
				AMOUNT
				TOTAL OTHER
				.00
				LABOR
				HRS. RATE
				AMOUNT
				TOTAL LABOR
				.00
				TOTAL MATERIALS
				86400.00
				TOTAL OTHER
				.00
				TOTAL LABOR
				.00
				TAX
				.00
				TOTAL
				86400.00

TERMS

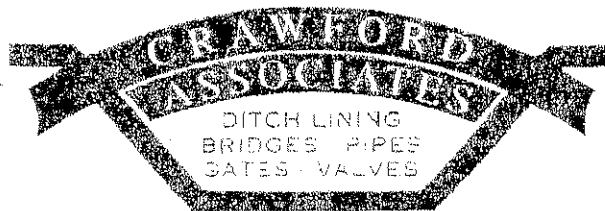
30 Days
 Payment Received : .00

charged on accounts over 30
 paid in 90 days warranties
 and void.

INVOICE DATE

3/9/2007

96



P.O. BOX 807 • BLYTHE CA 92220
(760) 922-8004

PROPOSAL SUBMITTED TO: JEFF BLACK PHONE: 922-8962 DATE: 4/13/2007
FAX: 922-9610

ATTN:

JOB NAME: JOB LOCATION: 320 S. BROADWAY

CRAWFORD ASSOCIATES ARE PLEASED TO QUOTE THE FOLLOWING PRICES:
THESE PRICES DO NOT INCLUDE SALES TAX

LABOR, MATERIAL AND EQUIPMENT TO DEMO & REPLACE
19,000 SQ. FT. OF PARKING LOT @ \$ 7.50 PER SQ. FT.

TOTAL OF \$ 142,500.00

** QUOTE ONLY **

UPON ACCEPTANCE PLEASE SIGN AND RETURN BEFORE DELIVERY. FAX # (760) 922-8576
PRE-LIEN INFORMATION IS REQUIRED PRIOR TO FIRST DELIVERY.

We propose to furnish material and labor-complete in accordance with above specifications and prices.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Proposal Prepared by:

Laura Boyd

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Signature: _____

Date of Acceptance: _____

PILE DRUM
RENTAL

DUMP TRUCK
RENTAL

SHOULDER
RENTAL

WALKER
RENTAL

LOADER
RENTAL

TRUCK
RENTAL

CONCRETE AND GRADE MATERIAL

TO: RDA Board of Directors

FROM: Executive Director

SUBJECT: Request for Storefront Improvement Funds
761 E. Hobsonway – Cusick Corporation

DATE: May 8, 2007

BACKGROUND

The Redevelopment Agency has received an application from the Cusick Corporation for grant assistance under the Storefront Improvement Rebate Program.

The application for assistance is predominantly signage and graphics, although the owner is also looking to replace the pump canopy at their Chevron Station at 761 E. Hobsonway. The contractor bid is a minimum of \$60,160.

RECOMMENDATION

It is recommended that the RDA Board of Directors approve a Storefront Improvement grant in an amount of \$20,000, or 50% of eligible improvement costs, whichever is less, subject to all other Terms and Conditions of the grant program.

Respectfully submitted,



Les Nelson
Executive Director

Attachment

NOTE: Cusick Corporation last received
RDA Storefront Assistance 2-23-99.



**RDA
STOREFRONT
IMPROVEMENT
REBATE
PROGRAM
APPLICATION**

1. Applicant Name: Wayne Cusick
2. Mailing Address: 761 E. Hobsonway Blythe, CA 92225
3. Store Address: 761 E. Hobsonway Blythe, CA 92225
4. Telephone Applicant can be reached at during the day: (760) 922-2366
5. Best time to contact Applicant: 10:00AM to 4:00PM M-F
6. Store Name: Blythe 7th St. Chevron Business Type: Retail Fuel Sales + C-store.

Owner Name(s): _____ Phone: _____
(If different from applicant)

8. Description of Proposed Improvements:

We would like to upgrade our facility to comply with Chevrons Refresh Program. This calls for Sign Panel Replacement and New graphics to be installed on the Canopy. We are also looking to Re place the Canopy if possible. Pumps and trash Valets will also be Reimagined.

Preliminary drawings and/or other pertinent information (e.g. photographs of 2 views of the project) should be included with the application. No recommendation will be made to the Redevelopment Agency Board of Directors until there is a clear understanding of the improvements for which assistance is being requested. Incomplete applications will not be processed. All applications for RDA assistant must include a satisfactory business plan. Project in the downtown area must also comply with the City of Blythe Downtown Design Guidelines.

9. Estimated total cost of project: \$ 60,000.00
A minimum of two (2) competitive bids must be requested from licensed contractors and submitted with the application for financial assistance under the Storefront Improvement Rebate Program, although under certain circumstances the Agency may award assistance with only one bid from a licensed contractor. Applicants who qualify will be reimbursed by the Agency for a portion of the total costs according to the RDA Assistance Schedule, Part II on page 2 following completion of the work
10. Two different angle photographs of the existing building are required with the application.

DECLARATION

As the applicant, I WAYNE Cusick have thoroughly read the guidelines for the
(Print name)

Storefront Improvement Rebate Program and agree to carry out the work in accordance with these guidelines. Further I agree to comply with design guidelines and the specific design recommendations of the Project Review Committee/Agency staff. Any changes in the approved plans or specifications must be presented to the Agency for approval before the work is begun. Work must be completed within 12 months of the Agency approval to qualify for the rebate. Projects not completed within the 12 months shall lose their funding eligibility, unless an extension request in writing, is approved by the Redevelopment Agency Board of Directors.

In addition, I agree to provide two photographs of the existing building with my application, and two photographs after the work is completed.

I understand that the Storefront Improvement Rebate Program works on a reimbursement basis and that I must submit detailed cost documentation, including canceled checks, paid invoices, copies of Building Permits, all contractor's waivers of lien, and two photographs of the completed storefront.

I understand that I cannot begin work on the improvements until my application has been approved by the Redevelopment Agency Board of Directors and copies of all necessary permits (e.g., building, sign, awning, etc.) have been approved by the City of Blythe. I realize that the cost of work performed prior to Agency approval will not be reimbursed. Also, I understand my application will not be considered unless my contractor bids are signed and dated by the contractor, and include his/her State license number.

I understand that Storefront Rebate assistance will not be provided twice to the same site, business, location, etc. within a seven (7) year period.

I understand I may be required to demonstrate financial capability to complete the work in a timely manner (e.g. business or personal financial statements).

I understand the Redevelopment Agency Board of Directors is the final authority for all matters concerning the Storefront Improvement Rebate Program and their decision is final.

I understand my application for RDA assistance will not be considered without an attached satisfactory business plan.

Finally, I fully understand the information contained in my application is accurate and complete to the best of my ability under penalty of perjury.

Signature: Wayne L. Curcio Date: 5/3/07

For additional information, or submittal of the completed application:

Blythe Redevelopment Agency
235 N. Broadway
Blythe, CA 92225
Attn: RDA Executive Director
(760) 922-6161

SAMPLE BUSINESS PLAN OUTLINE

Elements of a Business Plan

1. Cover sheet
2. Statement of purpose
3. Table of contents
- I. The Business**
 - A. Description of business
 - B. Marketing
 - C. Competition
 - D. Operation procedure
 - E. Personnel
 - F. Business insurance
- II. Financial Data**
 - A. Start-up budget
 - B. Operating budget
 - C. Capital equipment and supply list
 - D. Balance sheet/breakeven analysis
 - E. Pro-forma income projections - One year detail
 - F. Pro-forma cash flow

This model is only a guide for developing your business plan. Other models may be acceptable and additional information on business plans can found through the Small Business Agency (SBA) on the World Wide Web at <http://www.sba.gov>, or possibly through the Palo Verde College Small Business Economic Development Center at 145 North Spring Street in the City of Blythe.



PROPOSAL

1426 S. WILLOW AVENUE RIALTO CA 92376-7720

909 879 2900 fax 909 879 2910
Contractor's License #872310

April 12, 2007

Cusick Corporation
7th @ Hobson Way
Blythe, CA

Reference:
Chevron Station
7th @ Hobson Way
Blythe, CA

Attn. Wayne Cusick

AS PER YOUR REQUEST, WE ARE PLEASED TO QUOTE ON FURNISHING OUR SERVICES FOR THE ABOVE REFERENCED PROJECT. AS FOLLOWS:

REIMAGE EXISTING 30'-0" x 47'-0" (8) COLUMN CANOPY WITH NEW CHEVRON "REFRESH" IMAGING PER LEVEL #4 SPECIFICATIONS AS FOLLOWS

Scope of work:

- Remove and haul away all exist. Spanners and materials required for installation of new image components listed below
- Repair fascia as required and paint two blue sides of existing canopy and apply new hood decal
- Repair fascia as required and paint two white sides of existing canopy and apply new accent decal
- Furnish and install one Shield Hallmark logo on canopy fascia.
- Furnish and install two Chevron word mark logos 24" high on canopy fascia
- Furnish and install four G-6 spanners, electrical access to be reached within three feet of the dispenser. (Additional charges will be applied for running new electrical lines or electrical kit to the new spanners).
- Furnish and install dispenser skin doors on four pumps.
- Furnish and install two Trash valets.
- Paint eight canopy columns and install 8 pump flags
- Paint and decal eight bollards
- Replace 24 pump nozzle boots with new black nozzle boots
- Furnish and install replacement faces for one C140 high rise sign and one C45 pole sign [2 ID, 2 LPS, 2 APC (fast pay)]

TOTAL PRICE: Sixty Thousand One Hundred Sixty Dollars \$60,160

BID DOES NOT INCLUDE: Permit costs and fees, painting unless specified, any Food Mart imaging or signs unless specified, replacement of damaged pump sides unless specified, sign cabinet or ballast replacements unless specified, pulling of new electrical wiring from building if required, or any item not specifically mentioned.

Option #1: Paint the existing Food Mart building and install a new "Food mart" decal **ADD \$6,325**

Option #1 accept **YES NO** circle one Initial _____

Option #2: Furnish and install two P.O.S. units **ADD \$1,850**

Option #2 accept **YES NO** circle one Initial _____

Permit stage:

- Propose scope of work to Building and Planning Department.
- Furnish sealed permit drawings and calculations as required. (Allow 2-3 weeks for permit drawing preparation)
- Make necessary corrections if/as required by agencies.
- Expedite permit drawings from the City Building Department to obtain permits for construction.

If accepted, permit costs and fees will be billed, in addition to the total price, as follows:

Normal costs for permitting, with fees for Planning and Building Departments, are typically \$1,500.00 - \$3,000.00 Additional work not pertaining to scope of work listed above that may be requested by any City or County governmental agency will be the responsibility of the owner. (i.e. ADA upgrading, special architectural requirements, etc...)

- Outside Engineering (Civil, Elect., Mech., etc.): Cost + 15%
- Drawings by Draft Techs: \$65.00 per hour
- Permit Expediter: \$65.00 per hour
- Planning and Building Department Fees: Cost + 15%
- Standard refresh fascia drawings with elevations are included in the total price.

Permit expediting accepted Y / N Initial _____

NOTE: Calcraft Corporation will prepare and submit plans with a *simple* site plan. If the Governing agency requires a fully scaled and detailed site plan, this will be the responsibility of the owner.

Calcraft Corporation can develop a site plan for an additional \$1,300.

Permit expediting accepted Y / N Initial _____

Construction stage:

The project must be approved by the City and/or County prior to ordering any materials. Once permit is obtained allow four to six weeks to receive all materials upon receipt of progress billing and two weeks after delivery of materials to start your project. Allow two to three weeks on site for re-imaging.

Special conditions: Any re-facing of signs over 80' will be subject to an extra charge.

TERMS: \$2,500 Down to prepare permit drawings and calculations required for permit
45% Due prior to fabrication and ordering of any special materials
45% Due prior to arrival on site to perform work
10% Due upon arrival

THIS QUOTE IS VALID FOR 30 DAYS. ONLY WORK AS SPECIFIED ABOVE IS INCLUDED.

By signing below, you, the customer, agree that this proposal becomes a binding contract between you and CALCRAFT CORPORATION. You agree to the proposal amount, the payment terms specified, and all of the provisions as stated in the attached General Terms and Conditions.

APPROVED AND ACCEPTED:

CALCRAFT CORPORATION

BY: _____

(Signature)

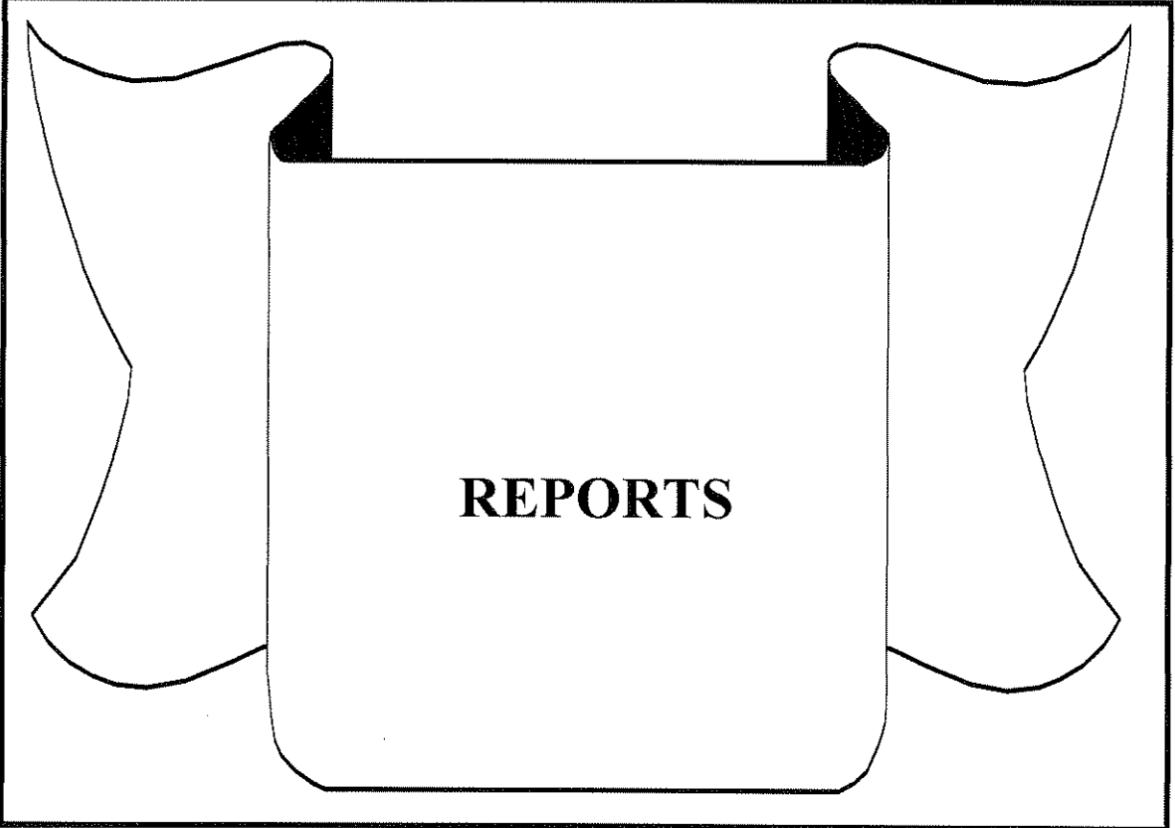
(Title)


LOGAN GRAVES, Sales Manager

(Print Name)

(Date)

DANIEL S. ENSMAN, President



REPORTS

**CITY COUNCIL MEETING
MAY 8, 2007
CITY MANAGER'S REPORT**

1. Staff is very early in the discovery process of trying to figure out the implications if the City of Blythe imposed restrictions on heavy semi-trucks (i.e. 10,000 lbs) from using City streets (e.g. Hobsonway) other than a City Council approved truck route, except to make a pick-up or delivery, or to service or secure repairs. Per staff's preliminary research, we believe the California Vehicle Code (Sections 35701-35722) gives the City Council the authority to determine and designate truck routes by resolution, with the designation becoming effective when appropriate signs are in place giving notice of the designations to the public. It is immediately clear that Interstate 10 and State Routes 78 and 95 are designated as part of the National Network of Highways, but staff does not know what arterials may also be designated for truck traffic. The information we have is off the internet; to go further will require staff time and maybe some contractual help. Given our location on Interstate 10 with its bulging truck traffic, looking to designate a truck route through town would seem to be appropriate, and sooner is probably better than later.
2. The 2007 CVAG General Assembly will be held on Monday, June 25, 2007. The location will be the Heritage Palms in Indio, and the cost for dinner will be \$35 per person.
3. RDA Grant program applications are now available on the City of Blythe Website or at the City Hall Receptionist station or Building Department front counter. Likewise, completed applications (e.g. Storefront Improvement and Blight Elimination) can be turned in at the Receptionist station or Building Department front counter. The eligibility determination process for an application usually takes at least two weeks.
4. Miscellaneous . . . building permits issued for April '07 are the most since February '05 and the City's year-to-date activity is up 15% over last year . . . City's Planning Department staff will participate in CVAG's Workforce Housing Summit on Thursday, May 31st at the Westin Hotel in Rancho Mirage . . . City Manager will be attending CVAG's City Manager meeting on Friday, May 11th. . . according to the U.S. Department of Agriculture the McCoy Wash Project has lost its' funding and is proposed for termination.

Respectfully submitted,



Les Nelson
City Manager

Public Works Director Report

"Life is the continuous adjustment of external relations"

Herbert Spencer

Public Works staff has been in contact with McKenna Engineering Equipment Company about the Sewer Lift Station odor scrubbers located at I-10 and Intake Blvd. and the Public Works Yard to review options for removal of Hydrogen Sulfide gasses (sewer gas). The City currently uses McKenna's odor scrubbers within the city for smaller lift stations with success. On May 21st McKenna will be installing a larger scrubber and performing monitoring of the Intake Sewer Lift Station gases to establish the sizing of an odor scrubbing unit for that location. This pilot project is expected to last for 30 days and is at no cost to the city.

Engineer Plumbing Inc. (EPI) has completed the water line installation for the Balszberg Neighborhood Sewer and Water Improvement Project. They have passed the pressure test and are scheduling the bacteriological test for the water system during the week of May 7th. After the system has passed this phase of testing, EPI will install the residential meters and neighborhood property owners are expected to be able to begin signing up for water service within two weeks.

Granite Construction will begin to stripe the Lovekin Chanslorway Pavement Grind and Overlay Project areas during the week of May 7th. Granite has also informed staff that they intend to complete the adjustment of manholes and water valve boxes with a project completion expected the week of May 14th.

The new RV dump site continues to make progress. Public Works crews will be installing three 10,000 gallon storage tanks on site during the week of May 21st. This is a critical portion of the site development due to the holding capacities required to properly process RV waste.

Public Works Crews will be performing street maintenance with an overlay of 7th Ave. beginning north of Fry Chapel and extending $\frac{3}{4}$ of a mile to the north during the week of May 14th. Staff will put a notice in the local news paper.

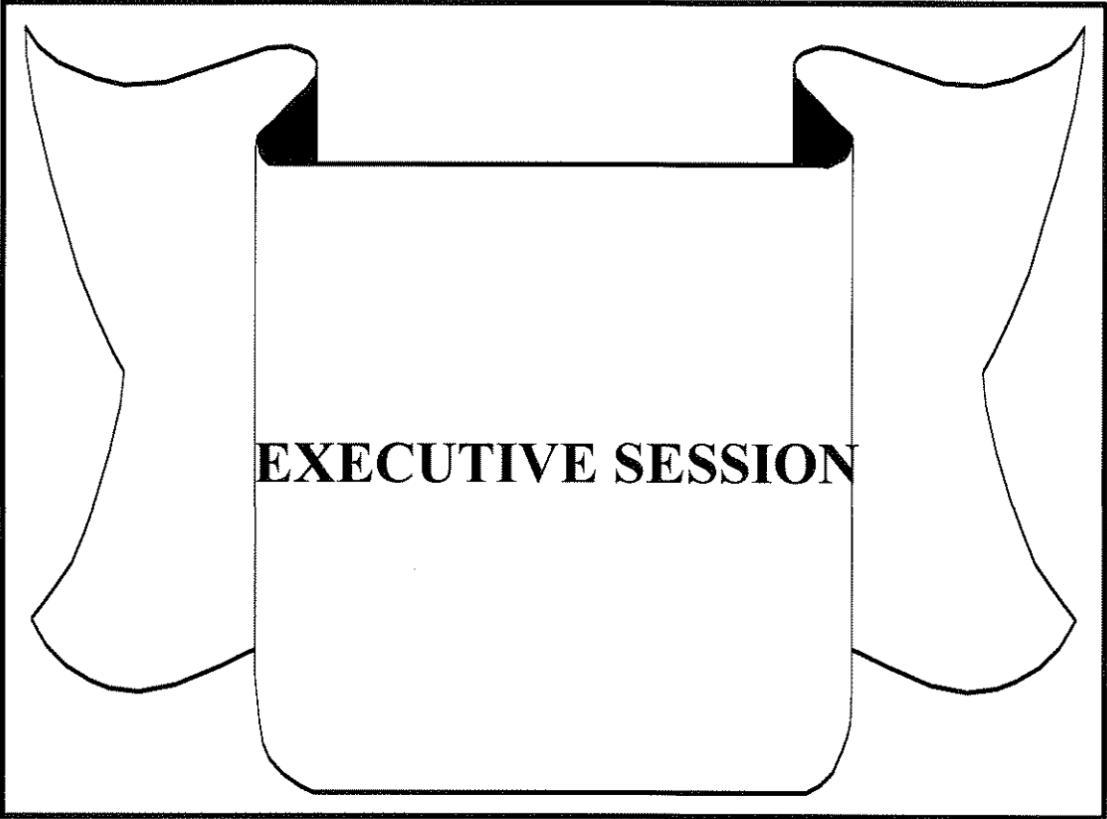
Public Works Crews will begin crack sealing city streets on Hobsonway between Ash through Defrain, within the neighborhood areas of the western portion of Blythe from Carlton westerly, and within the Gateway neighborhood just off of 14th Ave. beginning the week of May 21st. The crack sealing activities are expected to last for three weeks.

There has been an increase in dirty water complaints within the city due to increased production at the new Water Production Facility. Staff will make every effort to flush those affected areas as soon as we receive the calls... It is now warming up and mosquito season is upon us. City Vector crews will be pre-treating areas and will begin fogging in areas of infestation as warranted... The City Auction is scheduled for Saturday May 19th beginning at 7:00a.m. in the Public Works Yard located at 440 S. Main Street.





PUBLIC COMMENT



EXECUTIVE SESSION

ADJOURN